

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1 94			
2. CONTRACT NUMBER		3. SOLICITATION NUMBER DTRT57-09-R-20014		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 03/03/2009		6. REQUISITION/PURCHASE NUMBER 4E-5071	
7. ISSUED BY USDOT/RITA/Volpe Center Contracts & Program Support Service 55 Broadway RVP-31 Cambridge MA 02142-1001		CODE RVP-31		8. ADDRESS OFFER TO (If other than Item 7)					

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in SEE BLOCK #7 until 1300 ET local time 04/07/2009 (Hour) (Date)

CAUTION: LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Darren F Shaffer	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS darren.shaffer@volpe.dot.gov
	AREA CODE 617	NUMBER 494-2332	EXT.		

11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
<input checked="" type="checkbox"/>	A	SOLICITATION/CONTRACT FORM	1	<input checked="" type="checkbox"/>	I	CONTRACT CLAUSES	55
<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COSTS	3	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
<input checked="" type="checkbox"/>	C	DESCRIPTION/SPECS./WORK STATEMENT	4	<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	64
<input checked="" type="checkbox"/>	D	PACKAGING AND MARKING	27	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
<input checked="" type="checkbox"/>	E	INSPECTION AND ACCEPTANCE	28	<input checked="" type="checkbox"/>	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	65
<input checked="" type="checkbox"/>	F	DELIVERIES OR PERFORMANCE	29				
<input checked="" type="checkbox"/>	G	CONTRACT ADMINISTRATION DATA	34	<input checked="" type="checkbox"/>	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	66
<input checked="" type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS	46	<input checked="" type="checkbox"/>	M	EVALUATION FACTORS FOR AWARD	91

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232.8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
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14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
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15B. TELEPHONE NUMBER	15C. CHECK IF REMITTANCE ADDRESS <input type="checkbox"/> IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
AREA CODE NUMBER EXT.			

AWARD (To be completed by government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input type="checkbox"/> 41 U.S.C. 253 (c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	
24. ADMINISTERED BY (If other than Item 7)		25. PAYMENT WILL BE MADE BY	
CODE		CODE	
26. NAME OF CONTRACTING OFFICER (Type or print) Orin D. Cook		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	
		28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition is unusable

STANDARD FORM 33 (Rev. 9-97)
Prescribed by GSA - FAR (48 CFR) 53.214(c)

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	FOB: Destination Period of Performance: 07/10/2009 to 07/10/2014 Environmental Remediation and Decommssioning in Support of Various Sponsors				

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 CONTRACT TYPE

- A. This is an indefinite delivery/indefinite quantity (IDIQ) task order contract.
- B. Due to the variety of services required under the contract and the circumstances that affect their duration and definition, task orders may be issued on a firm-fixed price (FFP), cost-plus-fixed-fee (CPFF) completion, or cost-plus-fixed-fee (CPFF) term basis at the Contracting Officer's (CO) discretion based on the guidelines provided in Part 16 of the Federal Acquisition Regulations (FAR).

B.2 CONTRACT LIMITATIONS (DEC 2007)

- A. Multiple Contract Awards: (**To be completed at the time of award**) contracts have been awarded under Solicitation No. DTRT57-08-R-20006. The first award will be made to a service disabled veteran owned (SDVO) small business and the other two awards will be made on a full and open basis.
- B. Maximum Contract Value: The value of all task orders placed under all contracts awarded shall not exceed (To Be Determined). As a task order is issued to one Contractor, its value is subtracted from the total value available to all Contractors.
- C. Minimum Guarantee: The guaranteed minimum is \$2,500 for each contract.

B.3 CONTRACT LINE ITEMS (DEC 2007)

ITEM NO. SERVICES

0001 The Contractor shall furnish all equipment supplies and facilities, personnel, support, and management necessary to provide the required services in accordance with the Statement of Work (SOW) titled, "Environmental Remediation and Decommissioning Services" and in accordance with the terms and conditions of this contract and the contract types set forth below.

0001AA FIRM-FIXED-PRICE TYPE

0001AB COST-PLUS-FIXED-FEE (COMPLETION TYPE)

0001AC COST-PLUS-FIXED-FEE (TERM TYPE)

SECTION C- STATEMENT OF WORK

DESCRIPTION/SPECIFICATION/WORK STATEMENT

ENVIRONMENTAL REMEDIATION AND DECOMMISSIONING SERVICES

C.1 GENERAL INFORMATION

C.1.A. INTRODUCTION

This contract will provide environmental remediation and decommissioning services for the John A. Volpe National Transportation Systems Center (Volpe Center) to support the remediation of hazardous, toxic, and radioactive waste, and to perform hazardous materials abatement, demolition, and site restoration in support of the Volpe Center's requirements.

C.1.B. BACKGROUND

The Volpe Center is an internationally-recognized center of transportation and logistics expertise within the Research and Innovative Technology Administration (RITA) of the U.S. Department of Transportation (DOT). In partnership with sponsoring organizations, the Volpe Center provides a broad range of research and development, engineering, and analysis services to organizations within the DOT, such as the Federal Aviation Administration (FAA). Additionally, the Volpe Center provides these services to the U.S. Environmental Protection Agency (EPA) and other federal, state, local, and international government entities. The Volpe Center's work supports the DOT's six strategic goals of safety, mobility, global connectivity, security, environmental stewardship, and organizational excellence.

The Volpe Center has upheld its long-standing commitment to environmental stewardship by supporting the cleanup and closure of contaminated sites for various sponsoring organizations for more than a decade. Prior to 1996, the Volpe Center's role in the environmental remediation arena primarily involved soil removal and restoration for DOT agencies. In 1996, the Volpe Center awarded four contracts for environmental remediation services in technical specialties such as asbestos removal; underground storage tank removal, closure, and replacement; and ground water contamination in each of four geographic regions of the United States. For the past ten years, the Volpe Center's role in the environmental remediation arena has broadened to include other federal, state, and local agencies, including support for the remediation of EPA Superfund sites, which require broad capabilities well beyond those identified in the contracts awarded in 1996. In 2002, the Volpe Center awarded a contract to provide a much broader range of environmental remediation services in support of a growing number of sponsoring organizations, including the FAA. The scope was broadened further for the purpose of this contract to include decommissioning services in addition to a wide range of environmental remediation service needs that are projected well into the future. It is anticipated that the majority of the effort to be performed under this acquisition will be related to environmental remediation and decommissioning in support of the FAA, both within the geographic boundaries of the United States and U.S. Territories.

The FAA has many environmental regulatory requirements that are mandated under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) and Resource Conservation and Recovery Act (RCRA). CERCLA and RCRA were enacted by Congress to provide Federal authority to perform time-critical removal and remedial actions to contain, remove, or treat releases or threatened releases of hazardous substances that may endanger public health or the environment. In accordance with such regulations, sites that have been exposed to a hazardous material release or sites with conditions that are potentially harmful to the environment must be investigated under the EPA's Preliminary Assessment / Site Inspection processes to evaluate the potential for the release of hazardous substances. The Volpe Center assists the FAA and other federal, local, and state organizations with all phases of this effort, from site investigation through remediation and site closure.

The Volpe Center is currently supporting environmental remediation and decommissioning requirements for FAA headquarters and its service area organizations, including National Airspace System (NAS) facilities. As part of modernization efforts, the aging FAA infrastructure is being replaced with new facilities and technology. As this process moves forward, the old facilities must be evaluated for the presence of hazardous materials, which then must be properly identified, transported, and disposed of. The FAA has many older facilities that may contain equipment with polychlorinated biphenyls (PCB) oil, leaking underground fuel storage tanks, and buildings that may contain asbestos tile and lead-based paint. Additionally, past practices of improper disposal of hazardous materials at facilities may have also contributed to contamination. Consequently, the FAA manages and implements an a) environmental cleanup program to address the remediation of contaminated properties where the FAA maintains liability due to past site operations or waste disposal activities, and b) decommissioning program to address the disposition of facilities and infrastructure rendered obsolete or abandoned during modernization efforts.

C.1.C. SCOPE OF WORK

This contract will provide support for the cleanup and closure of contaminated sites and the proper disposition of obsolete and abandoned infrastructure, with a focus on two primary functional areas: 1) environmental remediation services; and 2) decommissioning services. Sites may be: (1) currently owned, leased, or otherwise controlled by the United States (either military or civilian agencies); (2) formerly-used defense sites at which a federal agency is a Potentially Responsible Party (PRP); (3) other sites where the Volpe Center is otherwise requested and authorized to respond (such as marine or environmental emergency response); or (4) any areas adjacent to sites described in (1) through (3) above, to which contamination from such sites may have migrated. Work to be performed under this contract is not restricted to sites located within the geographic boundaries of the United States. The FAA maintains facilities in the Caribbean and in the South Pacific; the Contractor may be required to respond to environmental emergencies and decommissioning requirements at these facilities, or at other facilities not located within the continental United States. However, the Contractor will not be required to perform work in areas of the world involved in hostile conflict situations.

The activities outlined in this statement of work include general functional areas under which work will be required during the period of performance of the contract. General tasks that the Contractor may be required to perform under this contract are described in Section C.2. Specific requirements cannot be identified at this time due to the unpredictable nature of environmental remediation and decommissioning needs. A typical project under this contract may involve the decommissioning of an abandoned FAA facility such as an Air Traffic Control Tower (ATCT). This work would require identification of hazardous materials and the creation of a plan for proper disposal, notification and permitting for demolition; and the physical demolition and site restoration work. Another example of a typical project to be supported by the proposed acquisition is the decommissioning of unused buildings at FAA radar facilities, which have a history of hazardous materials contamination. Many of the FAA's radar facilities were originally owned by the United States Air Force (USAF) and were eventually transferred to the FAA. The Volpe Center has performed site remediation work at two FAA radar facilities in New England. Due to the age and condition of the buildings, hazardous materials such as asbestos and lead-based paint were present and were remediated prior to demolition of the facilities. Extensive soil and groundwater sampling and remediation were also performed, due to the presence of abandoned underground fuel storage tanks.

Other projects to be supported under this contract may involve environmental site investigations and/or cleanup at federally owned facilities or government ships. Projects could include environmental investigations and removals associated with such environmentally hazardous materials such as asbestos, lead paint, mercury and other materials found aboard ships. Government ships include ships belonging to government agencies such as the US Navy, US Army, and the US Maritime Administration (MARAD).

Specific requirements will be identified and described at the task order level. When a requirement becomes known, the Volpe Center will prepare a Task Order Request for Proposal (TORFP), which will include a statement of work.

The Contractor shall furnish and transport all necessary personnel, facilities, services, materials, and equipment to perform those activities that are applicable to and specifically required under each task order. Task orders may run concurrently. The Contractor shall perform all work necessary to complete task orders at confirmed or suspected hazardous, toxic, and radioactive waste (HTRW) sites and sites that will undergo decommissioning. The Contractor may be required to provide all other incidental services, as identified in individual task orders, necessary for the successful performance of environmental remediation and decommissioning services, such as technical support during regulatory negotiations as they pertain to a specific site, community and public relations, and technology demonstrations. The Contractor shall provide all support activities necessary to ensure the safe and effective accomplishment of project criteria within specified completion times. All work shall be performed in accordance with the contract and all applicable federal, state, and local regulations.

C.1.D. DEFINITIONS

‘Decommissioning’ defines those activities required to support the closure and proper disposition of obsolete and abandoned facilities and infrastructure and may include, but is not limited to the following: project planning, cost estimating, engineering evaluations, hazard assessments, permitting, abatement of hazardous materials, demolition, disposal, site restoration, and closure.

‘Deconstruction’ is the “systematic disassembly of buildings. A complement to demolition, it allows crews to enter a building and take it apart, from appliances to floorboards to stair treads to roof joists, down to the bricks. The recovered materials are then resold for use in new construction and renovation projects, or for remanufacture (i.e., turning wood framing into fireplace mantles). Items that can't be reused are recycled by turning damaged wood into mulch, or cement foundations into aggregate for new foundations and sidewalks.”

‘Hazardous Waste’ refers to any Resource Conservation and Recovery Act (RCRA) waste; or any waste identified as a hazardous material by the DOT; or any waste regulated by the Toxic Substances Control Act (TSCA).

‘HTRW’ is an acronym that stands for Hazardous, Toxic, and Radioactive Waste.

‘Installation’ is defined as any Government-owned or pre-owned properties (such as a base, fort, post, facility, work site, etc.), or other property (such as privately-owned property controlled by the EPA or any other Government agency, privately-owned property on which Government HTRW has been discovered) on which the Government obtains, retains, maintains, or assumes control or management of any phase of HTRW remediation.

‘O&M’ is an acronym that stands for Operation and Maintenance, referring to those activities required to activate, operate, and maintain a treatment facility or process for a period sufficient to correct all system deficiencies and continue those activities until the customer is prepared to assume operation.

‘Remediation Effort’ is defined as any HTRW construction and/or service activity including, but not limited to, excavation; removal and transportation of waste; demolition; disposal; well drilling and installation; construction of treatment plants; installation of monitoring systems; construction and operation of in-situ bioremediation systems; operation of treatment facilities; and implementation of any remediation technology. A major component of ‘Remediation Effort’ is the application of new or innovative remediation technologies.

‘Special Waste’ is defined as waste other than HTRW or municipal waste that is regulated by other Federal, State, or local laws or regulations. Medical waste would be one example. The remediation of any special waste will be incidental to the remediation of hazardous waste.

C.2 ENVIRONMENTAL REMEDIATION AND DECOMMISSIONING TASKS

The environmental remediation and decommissioning tasks to be performed under this contract will encompass interim measures, remedial actions, operation and maintenance, hazardous

materials abatement, demolition, site restoration, and any other actions necessary for the performance of environmental remediation at HTRW sites and facility decommissioning. The Contractor shall maintain a management staff and system that ensures flexibility, communication, and the diversity of personnel necessary to execute complex, multi-faceted work as required by the task orders issued under this contract. The Contractor's staffing and program management system must promote retention of institutional knowledge and continuity throughout the remediation and decommissioning process. As part of this requirement, the Contractor shall perform the following:

- Submit recommendations to the Volpe Center Contracting Officer (CO) or CO designee about any alternative methods of executing a remedial or decommissioning action or any other phase that would result in improved economy, productivity, or quality;
- Immediately notify the CO or CO designee of any conditions encountered during the execution of a task order that may impact the remediation and decommissioning processes and provide potential solutions;
- Exercise control over site work, field screening, sampling, testing, and investigation derived-waste in conjunction with task order activities in order to minimize the amount of excavated material and demolition debris requiring temporary storage, prevent dilution of contaminated soils with clean soils, and ensure completion of work within the construction season. As part of this control, the Contractor shall always obtain timely and accurate chemical sampling and test data.

Surveys and Mapping.

The Contractor may be required to provide incidental surveying and mapping services to assist in the execution of the environmental remediation and decommissioning activities described herein. The services to be provided may consist of, but are not limited to, the following:

- topographic surveys and horizontal/vertical control;
- orthomosaic and aerial photography (both new flights and historical photo searches);
- boundary surveys and land owner/property searches,
- monitoring/baseline surveys;
- utility location surveys,
- hydrographic surveys; and
- use of Geographic Information Systems (GIS).

Survey and mapping deliverables shall be AutoCAD (latest version) compatible output. All vector GIS data shall have associated projection files and metadata. All raster data shall be georeferenced. Specific standards will be identified at the task order level.

Plans and Reports

The Contractor may be required by task orders to conduct various types of studies and evaluations and perform design and consulting services incidental to the execution of the environmental remediation and decommissioning actions described herein. The results of such efforts shall be presented in subsequent plans or reports.

Plans and reports required may include, but are not limited to, the following:

- Photographs as a form of technical information;
- Up-to-date construction drawings (as-built drawings) indicating the status of real property facilities.
- Developmental design drawings, engineering data, and associated lists;
- A report that identifies any observed or suspected problems, an evaluation of the problem, and recommendations for its correction;
- A plan that identifies current conditions and describes the methods and procedures that will be used to demolish facilities, buildings, or other infrastructure.
- A plan that identifies baseline conditions and describes the methods and procedures that will be used to bring sites into compliance with environmental regulations.
- A risk management plan that addresses special procedures for mitigating risks when remedial or decommissioning actions have the potential to disrupt operations at critical facilities (e.g., air traffic control facilities).
- A plan identifying procedures to be utilized for hazardous materials in the areas of safety, removal, materials handling, disposal/treatment, and verification for remedial actions.
- A plan to cover implementation, operation, and maintenance of remediation sites.
- A status report on operation and maintenance activities.
- A compilation of the results of the chemical analyses performed on samples collected at a site, containing the history, analytical results and associated quality assurance/quality control (QA/QC) data for every sample used for site evaluation or characterization.
- Analysis of sampling data for evaluation.
- A comprehensive description of the site-specific environmental characterization, including the nature and extent of the contamination and the interpretation of the data associated with a particular site.
- A site-specific health and safety plan.

C.2.A ENVIRONMENTAL REMEDIATION SERVICES

The environmental remediation services to be performed under this contract will encompass a broad spectrum of wastes and materials, including hazardous, toxic, radioactive, petroleum-based, and explosive constituents or any combination thereof. These contaminants may occur in various environments including soil, sludge, liquid, air, water, debris, structures, and various containers. Ordnance and chemical warfare agents may also be encountered. When encountered, the Government may participate in the remediation of such agents.

In general, destructive treatments (including bioremediation) are preferential to containment or transfer type treatments. The processes employed by the Contractor shall minimize production of residual product. The Volpe Center's longstanding role as a leader in the research, development, and engineering arena is hereby stressed. As such, a major component of environmental remediation efforts will be the application of new or innovative remediation technologies. The Contractor shall consider and implement innovative treatment processes when the innovative treatment technologies offer the potential for comparable or superior performance or economy compared to demonstrated treatment technologies. Innovative technologies are defined as newly developed technologies or new applications of existing technologies that lack complete cost and performance data. In functional terms, all treatment technologies except for incineration and solidification/stabilization for source control and pumping with conventional treatment for ground water are considered innovative. Specific examples of innovative treatment technologies include air sparging, bioremediation, bioventing, soil vapor extraction, soil washing, solvent extraction, and thermal desorption.

Operation & Maintenance (O&M). The Contractor may be required to provide full and complete O&M functions for a given facility, train non-Contractor facility personnel for plant and equipment provided by the Contractor during remediation and decommissioning activities, and develop and compile O&M manuals for Contractor-supplied equipment. Specific requirements for this function will be identified in individual task orders.

C.2.A.1 TYPES OF ENVIRONMENTAL REMEDIATION SERVICES

The following are typical categories of environment remediation services that may be required under this contract:

- containment;
- removal;
- treatment (on-site, off-site, and in-situ);
- sampling and analysis for monitoring and control;
- transportation; and
- disposal

A number of examples of these services are identified below; however, this list is not intended to be exhaustive. New or emerging technologies or methods, as they become available or

applicable, may also be utilized during the term of this contract. The following are environment remediation activities that may be required under this contract:

- decontamination of chemical, biological, radiological, and nuclear (CBRN) material;
- bioremediation;
- thermal destruction;
- water treatment;
- air injection
- free-product recovery;
- groundwater extraction and dewatering;
- underground storage tank removal, closure, and replacement;
- septic system and leach field closure;
- landfill development, operation, and closure;
- slurry walls/subsurface barriers;
- drum bulking;
- excavation;
- dredging;
- soil/sludge stabilization and solidification;
- soil vapor extraction;
- soil washing;
- asbestos and lead-based paint abatement;
- treatment and disposal of heavy metals, polychlorinated biphenyls (PCBs), commercial chemical products, equipment fluids, containerized gas, universal waste, exempt quantities of radioactive materials, non-regulated electronic equipment, investigation-derived wastes and decontamination-derived wastes;

Field Activities

The Contractor shall perform various field investigation activities as part of the environmental remediation services to be performed under this contract. The following are examples of field activities that may be required:

- drilling for soil sampling, well installation, or instrumentation installations;
- vadose zone fluid/air flow measurement;
- aquifer testing;
- sampling and analysis of soil, sediment, ground water, surface water, hard surface, tank/drum contents, air and soil vapor;
- surface and borehole geophysics;
- excavation of test pits/trenches;
- sampling and testing of geotechnical materials; and
- site restoration activities.

Sampling and analysis to monitor or verify site clean-up, air monitoring, and monitoring for process control and waste disposal may be required as indicated. Sampling and analysis for a wide variety of parameters may be required to determine the physical, chemical, biological, and

radiation properties. Validation, analysis and interpretation of data shall be performed as appropriate to accomplish the intent of the individual task order.

C.2.B. DECOMMISSIONING SERVICES

Decommissioning actions will support the closure and proper disposition of obsolete and abandoned facilities and infrastructure. Due to the age of many of the facilities, ships, or vessels requiring decommissioning, a hazardous materials survey will need to be performed to determine if the building or associated infrastructure contains hazardous materials such as asbestos, fuels, polychlorinated biphenyls and lead-based paint. A sampling and analysis plan may also need to be prepared and implemented to characterize potential soil and/or groundwater/surface water contamination that may have been caused by past practices, such as improper storage of hazardous materials, at these facilities.

A wide variety of decommissioning services may be expected to be performed under this contract. Such work may include demolition, deconstruction, site restoration, and any other actions necessary for the performance of facility decommissioning. When possible and cost effective, deconstruction methods will be used to recover reusable materials for future use, and to reduce the waste stream from decommissioning projects.

C.2.B.1 TYPES OF DECOMMISSIONING SERVICES

A number of decommissioning services that may be required under this contract are identified below; however, this list is not intended to be exhaustive. New or emerging technologies or methods, as they become available or applicable, may also be utilized. The following decommissioning activities may be performed under this contract:

- project planning;
- cost estimating;
- engineering evaluations;
- permitting;
- utility disconnect or relocation;
- demolition or deconstruction of facilities, buildings, ships and other infrastructure.
- disposal; and
- site restoration and closure.

Field Activities

The Contractor will be required to perform various field activities as part of the decommissioning services to be performed under this contract. The following are examples of field activities that may be required:

- site preparation;
- mobilization;

- demolition or deconstruction;
- construction;
- site restoration activities; and
- demobilization

C.3 DELIVERABLES

Deliverables will be specified in each individual task order, and may include:

- Hazardous Materials Survey and Report. The Contractor may be required to perform a hazardous materials survey and present findings in a report. The report shall detail plans for proper material segregation, transportation, disposal and record keeping.
- Quality Control Plan. The Contractor shall furnish a Quality Control (QC) Plan for each task order, which shall be reviewed by the Task Order COTR (TOCOTR). The QC plan shall provide detailed information regarding inspections, tests and controls necessary to achieve and maintain quality of services and deliverables. The plan shall identify personnel, procedures, controls, instructions, tests, records, and forms to be used.
- Field Sampling Plan. The Contractor may be required to create a plan for sampling and field activities.
- Site-Specific Health and Safety Plan. The Contractor shall be required to prepare a detailed plan addressing health and safety procedures for each site to ensure a safe and healthy work site.
- Work Plan. The Contractor may be required to prepare a detailed Work Plan in response to a TORFP. The Work Plan shall include a schedule of tasks, milestones, deliverables, progress meetings, labor loading and budget schedules, subcontractor requirements, key personnel, and travel requirements for each task order.
- Closeout Report. The Contractor may be required to prepare a detailed Closeout Report describing all activities performed under the task order.
- Progress Reports. The Contractor may be required to prepare Progress Reports on a daily, weekly, and/or monthly basis.
- Deliverables for site investigations may include, but are not limited to, permanent or temporary field installations (i.e., monitoring wells), reports, databases, logs, maps, drawings, and sketches.
- Electronic Cost Tracking System Reporting. The Contractor may be required to track and report costs in accordance with the EPA's Removal Cost Management System (RCMS), or other designated system.

The Contractor shall be prepared to provide all data to the Volpe Center in electronic format. Detailed requirements for the submission of deliverables will be identified in individual task orders.

C.4. INSPECTION AND ACCEPTANCE

Inspection and acceptance of the services and deliverables provided under individual task orders will be conducted in accordance Section E of the contract. In addition, federal, state or local agencies may require their representative(s) to be present during inspections. For example, many FAA facilities are leased from Airport authorities or other local agencies. These agencies own the property and are therefore entitled to be present during the final approval process conducted at the completion of site work.

C.5 REGULATORY COMPLIANCE REQUIREMENTS

Work performed by the Contractor shall meet or exceed the minimum requirements of the applicable statutes and administrative codes established by the state in which work is being performed. State-specific requirements will be identified in individual task orders. The Contractor's personnel shall have current training as required by the Occupational Safety and Health Administration (OSHA). The Contractor shall also meet or exceed all applicable federal, state, and local regulations pertaining to worker safety and training including, but not limited to, 29 CFR 1910.120, Hazardous Waste Operations and Emergency Response (HAZWOPER). These documents are under constant revision. The Contractor shall be responsible for compliance with the most recent revisions of the regulations throughout the term of the contract. The Contractor shall also be responsible for compliance with all applicable federal and local regulations and military procedures and compliance agreements, as appropriate. The Contractor shall not represent the Government in any discussions or negotiations with regulators. Numerous laws, regulations, codes, and guidance may apply to individual task orders issued under this contract, including, but not limited to, the following:

29 CFR 1910	Occupational Safety and Health Standards
29 CFR 1926	Safety and Health Regulations for Construction
40 CFR 61	National Emissions Standards for Hazardous Air Pollutants
40 CFR 260-270	EPA's Hazardous Waste Requirements (Resource Conservation and Recovery Act (RCRA))
40 CFR 279	EPA's Standards for the Management of Used Oil
40 CFR 280	EPA's Technical Standards and Corrective Action Requirements for Owners and Operators of Underground Storage Tanks
40 CFR 300-311	EPA's Comprehensive Environmental Response, Compensation, and

	Liability Act (CERCLA)
40 CFR 761	EPA's Toxic Substance Control Act (TSCA)
49 CFR 171-178	Hazardous Materials Regulations
42 USC 4321 et seq.	National Environmental Policy Act of 1969 as amended
EPA/540/G-89/004	(Latest edition); Guidance for Conducting Remedial Investigations and Feasibility Studies under CERCLA
EPA/540/1-89/001	(Latest edition); Risk Assessment Guidance for Superfund, Vol. II, Environmental Evaluation Manual
EPA/540/1-89/002	(Latest edition); Risk Assessment Guidance for Superfund, Vol. 1, Human Health Evaluation Manual (Part A)
EPA/9345.0-O1A	(Latest edition); Guidance for Performing Preliminary Assessments under CERCLA
EPA/R3/RBCT	(Latest edition); Risk-Based Concentration Table, Region III
FAA Order/1050.1E	Policies and Procedures for Considering Environmental Impacts (and all FAA Environmental Orders and Executive Orders that are referenced in this document)
FAA Order/1050.19A	Environmental Due Diligence Audits (EDDA) in the Conduct of FAA Real Property Transactions
FAA Order/5050.4B	National Environmental Policy Act (NEPA) Implementation Instructions for Airport Projects
FAA Order/1050.20A	Airway Facilities Asbestos Control
FAA Order/3900.19B	Occupational Safety and Health Program
FAA Order/3910.3A	Radiation Health Hazard and Protection
FAA Order/1053.1A	Energy and Water Management Program for FAA Buildings and Facilities
FAA Order/1210.20	Tribal Consultation Policy and Procedures

C.6 CONTRACTOR QUALITY CONTROL (CQC)

The Contractor is responsible for quality control and shall establish and maintain an effective quality control system. The quality control system shall consist of plans, procedures, and organization necessary to produce an end product and/or deliver services that complies with governing regulations and contract requirements. The system shall cover all environmental remediation and decommissioning activities performed under this contract, both on-site and off-site, and shall be keyed to the proposed environmental remediation and/or decommissioning sequence.

C.6.A. QUALITY CONTROL PLAN

The Contractor shall furnish a Quality Control (QC) Plan for each task order, which shall be reviewed by the TOCOTR. The QC plan will provide detail required for inspections, tests and controls necessary to achieve specified quality. The plan shall identify personnel, procedures, controls, instructions, tests, records, and forms to be used. Operations will be permitted to begin only after acceptance of the QC Plan by the Contracting Officer or Designee.

C.6.A.1 QUALITY CONTROL PLAN CONTENT

At a minimum, the QC Plan shall include the following:

- A description of the quality control organization, including a chart showing lines of authority and acknowledgment that the QC staff shall implement a three-phase control system for all aspects of the work specified. A three-phase control system may include a preparatory meeting, initial inspection, and follow-up inspections that would occur during each identifiable phase of the project. The staff shall include a QC System Manager who shall report to the Project Manager or an individual higher in the Contractor's organization. (See paragraph titled, "Quality Control Organization")
- The name, qualifications (in resume format), duties, responsibilities, and authorities of each person assigned a QC function.
- Procedures for controlling investigation and/or study activities to ensure efficiency, cost effectiveness, coordination with design objectives, reliability of data collected, safety, and proper recording and reporting formats.
- Procedures for controlling design activities to ensure efficiency, cost effectiveness, technical accuracy, practicality, constructability, and quality of documents. Procedures shall include regular design team meetings, independent review procedures and periodic design review conferences.
- Procedures for scheduling, reviewing, certifying, and managing deliverables, including those of subcontractors, off-site fabricators, suppliers and purchasing agents.
- Control, verification and acceptance testing procedures for each specific test to include the test name, feature of work to be tested, test frequency, and person responsible for each test. (Laboratory facilities shall be approved by the Contracting Officer).

- Procedures for tracking preparatory, initial, and follow-up control phases and control, verification, and acceptance tests including documentation.
- Procedures for tracking deficiencies from identification through acceptable corrective action. These procedures will establish verification that identified deficiencies have been corrected.
- Reporting procedures, including proposed reporting formats.
- A list of the definable features of work. A definable feature of work is a task that is separate and distinct from other tasks and has separate control requirements. It could be identified by different trades or disciplines, or it could be work by the same trade in a different environment. This list will be agreed upon during the coordination meeting, which will occur prior to the commencement of the work to be performed under a specific task order.
- Maintain a communication program that will apprise key personnel executing various task orders of any significant findings that may impact ongoing or planned remediation and decommissioning activities;

C.6.A.2 ACCEPTANCE OF QUALITY CONTROL PLAN

Acceptance of the QC Plan is required prior to the commencement of any environmental remediation or decommissioning activities to be performed under a task order. Acceptance is conditional and will be predicated on satisfactory performance during all operations. The CO or designee reserve the right to require the Contractor to make changes to its QC Plan and operations including removal of personnel, as necessary, to obtain the specified quality.

C.6.A.3 NOTIFICATION OF CHANGES

Once the QC Plan has been accepted, the Contractor shall notify the Contracting Officer or designee in writing, a minimum of seven (7) calendar days prior to any proposed change. Proposed changes are subject to acceptance by the Contracting Officer or Designee.

C.6.A.4 DOCUMENTATION

The Contractor shall maintain current records of quality control operations, activities, and tests performed, including the work of subcontractors and suppliers. These daily records shall be maintained in an acceptable format (to be determined at the task order level) and shall include factual evidence that required quality control activities and/or tests have been performed, including but not limited to the following:

- Contractor/subcontractor and their area of responsibility.

- Weather conditions.
- Operating plant/equipment with hours worked, idle, or down for repair.
- Work performed each day, giving location, description, and by whom.
- Test and/or control activities performed with results and references to specifications/plan requirements. Identify activities performed in control of efficiency and cost effectiveness of operations. List deficiencies noted along with corrective action.
- Material received with statement as to its acceptability and storage location.
- Identify deliverables reviewed, with contract/task order reference, by whom, and action taken.
- Off-site surveillance activities, including actions taken.
- Job safety evaluations stating what was checked, results, and instructions or corrective actions.
- List instructions given/received and conflicts in plans and/or specifications.
- Contractor's verification statement confirming that the equipment and materials used are in compliance with the terms and conditions of the contract.

These daily records shall cover both conforming and deficient features. The original and one copy of these records, in report form, shall be furnished to the TOCOTR on the first workday following the date covered by the report.

Daily QC records are not required for days on which no work was performed. At a minimum, one report shall be prepared and submitted for every seven days of no work and on the last day of a no work period. The first report following a day of no work shall be for that day only. All calendar days shall be accounted for throughout the life of each task order. Reports shall be signed and dated by the QC System Manager. The report from the CQC System Manager shall include copies of test reports and copies of reports prepared by all subordinate quality control personnel.

C.6.B. QUALITY CONTROL ORGANIZATION

Contractor Quality Control (CQC) is the means by which the Contractor ensures that the work, to include that of subcontractors and suppliers, complies with the requirements of the contract. The controls shall be adequate to cover all activities, both on-site and off-site, and shall be keyed to the proposed work sequence.

The QC organization shall be responsible for certifying that all services performed and deliverables submitted are in compliance with contract requirements. The Contractor shall also be responsible for assuring that all certifications provided by others (e.g., equipment and material vendors or suppliers) are accurate and in compliance with contract requirements.

C.6.B.1 QC SYSTEM MANAGER.

The Contractor shall identify an individual within their organization at the site of the work who shall be responsible for overall management of QC and have the authority to act in all QC matters for the Contractor. The QC System Manager shall be on the site at all times when on-site activities are being performed, shall personally oversee quality control functions, and shall be employed by the Contractor.. An alternate QC System Manager shall be identified in the QC Plan to serve in the event of the QC System Manager's absence. The requirements for the alternate are the same as those for the designated QC System Manager.

C.6.B.2 SPECIALIZED PERSONNEL

The Contractor shall provide as part of the QC organization, whenever the complexity of the work warrants, specialized personnel for the following areas: geological, hydro-geological, chemical, health and safety, health physics, electrical, mechanical, civil, structural, environmental, and architectural. Each individual shall be responsible for assuring that his/her work activities comply with the contract requirements for his/her area of specialization. These individuals shall be physically present at the construction site during work in their area of specialization; and have the necessary education and/or experience to ensure contract compliance.

C.7 CHEMICAL QUALITY CONTROL

The Contractor shall be responsible for environmental data quality management associated with sampling and analysis for the characterization of soils, ground water, building materials and other media under this contract. All sampling and laboratory analytical procedures shall be performed in accordance with established EPA procedures or other recognized methodologies identified in individual task orders. The Contractor shall be responsible for the preparation of Quality Assurance/Quality Control (QA/QC) documents delineating the responsibilities and procedures for all sampling and analytical activities to assure that the data obtained is of sufficient quality to meet intended usage and Applicable or Relevant and Appropriate Requirements (ARARs) for each task order. These QA/QC documents will normally include at a minimum, a Field Sampling Plan (FSP) and a Quality Assurance Project Plan (QAPP).

C.8 SAFETY AND HEALTH

The Contractor shall be responsible for compliance with the safety and health requirements concerning the work performed under this contract. The Contractor shall have an ongoing

Safety and Health Program, meeting the most current requirements of federal, state and local laws, regulations, and guidance. The Contractor shall also develop Safety and Health Plans for all applicable work performed under this contract, in compliance with 29 CFR 1910 and 29 CFR 1926.

C.9 ENVIRONMENTAL REQUIREMENTS

The Contractor shall be required to identify all appropriate laws, codes, regulations, and guidance and shall be required to perform all work in full compliance with applicable federal, state and local laws, codes, and regulations. The Contractor shall assure that all activities performed by its personnel, subcontractors and suppliers are executed as required by these laws and regulations. Any incident of noncompliance noted by the Contractor shall immediately be brought to the attention of the Contracting Officer by written notice. Nothing in this contract shall relieve the Contractor of his responsibility to comply with laws and regulations.

C.9.A. PERMITS

The Contractor shall investigate the requirements for and shall obtain the environmental, demolition, and building permits, licenses, and/or certificates necessary to accomplish the work specified in individual task orders. All certificates and permits shall be obtained prior to initiation of site operations or any work requiring certificates or permits by the Contractor. The Contractor's Work Plan shall provide evidence that it has obtained the required clearances and permits.

C.9.B. TRANSPORTATION AND DISPOSAL.

The Contractor shall be responsible for the transportation and proper disposal of HTRW in accordance with 49 CFR and all other applicable federal, state, and local regulations. The Contractor shall utilize the services of qualified personnel experienced in hazardous waste manifesting and hazardous waste site operations. The Contractor shall review all information provided by the government and develop deliverables describing the recommended transportation and disposal criteria, procedures, and practices sufficient to protect personnel, the environment, and potential off-site receptors from chemical, physical, and/or biological hazards. If the information that is available is insufficient to allow the Contractor to develop these documents, a description of all additional information required shall be prepared and submitted to the CO or designee prior to the commencement of the work to be performed under the task order.

C.10 ENVIRONMENTAL PROTECTION

The Contractor shall perform all work so as to minimize the pollution of air, water or land and to control noise and dust within reasonable limits or limits established by applicable federal, state, and local laws and regulations. The Contractor shall furnish all labor, materials, and equipment, and perform all work required for the protection of the environment during all operations.

C.10.A. PRE-REMEDIAL ACTION SURVEY

Prior to the commencement of any on-site activities, the TOCOTR and the contractor will perform a joint condition survey reviewing the condition of trees, shrubs and grassed areas immediately adjacent to the site and adjacent to the Contractor's assigned storage area and access route(s), as applicable. During this survey, the TOCOTR will confirm the existence and/or location of any wetlands, endangered species, special habitats or other protected areas.

C.10.B. PROTECTION OF LAND, WATER, AND VEGETATION

Except for any work or storage areas and access routes specifically assigned for the use of the Contractor under this contract, the land areas outside the limits of the permanent work performed under this contract shall be preserved in their existing condition. The Contractor shall confine its site activities to areas designated for work on the plans or specifically assigned for its use. Storage and related areas and access routes required temporarily by the Contractor in performance of the work must be approved by the CO or designee.

The Contractor shall take all actions necessary to protect and prevent damage to all trees, shrubs and vegetation not identified for removal. No ropes, cables or guys shall be fastened to or attached to any nearby trees for anchorages.

The Contractor shall control the transfer, use, and disposal of fuels, oils and other harmful materials both on and off-site and shall comply with applicable federal, state, and local laws and regulations concerning pollution of air, water and soils while performing work under this contract. Additionally, when appropriate, the Contractor shall comply with any site-specific National Pollution Discharge Elimination System (NPDES) permits.

Special measures shall be taken to prevent sediment, chemicals, fuels, oils or other harmful materials from entering waters. Water used on-site shall not be allowed to leave the site untreated without the written approval of the Contracting Officer.

C.10.C. DUST CONTROL

The Contractor shall maintain all excavations, embankments, stockpiles, access roads, plant sites, waste areas and all work areas free from excess dust to such reasonable degree as to avoid causing a hazard or nuisance. Approved temporary methods consisting of sprinkling, chemical treatment, or similar methods may be permitted to control dust. As the work proceeds, dust control shall be performed whenever a dust nuisance or hazard occurs. Air monitoring for documentation and for establishment of action levels may be required.

C.10.D. SPILL CONTROL

The Contractor shall prevent spills and provide contingency measures for cleanup of potential spills during performance of this contract.

C.11 PHYSICAL SECURITY

The Contractor shall provide site security (e.g. fencing or guard service) as required by individual task orders. However, at a minimum, the Contractor shall maintain the site and all other Contractor-controlled areas in such a manner as to minimize the risk of injury or accident to site personnel or others who may be in the area.

Additionally, the Contractor must comply with all facility and government agency-specific security requirements identified in the contract and in individual task orders. These requirements typically include disclosure of names, social security numbers, proof of citizenship, addresses, and contact information.

C.12 GOVERNMENT FURNISHED INFORMATION/EQUIPMENT (GFI/GFE)

All information and/or equipment to be furnished by the Government will be identified in individual task orders. The Volpe Center shall provide to the Contractor any backup data that is available from prior investigations, designs, or remedial actions, such as preliminary assessments, site investigations, remedial investigations, risk assessments, feasibility studies, decision documents, plans and specifications, and as-built drawings for individual task orders. Data provided will be dependent on the current phase of work.

C.13 CONTRACTOR PERSONNEL

The Contractor shall provide personnel having at least the minimum levels of professional/technical experience and education specified for each of the labor categories. The Contractor shall possess the knowledge and experience necessary to perform all of the environmental remediation and decommissioning activities described herein. The Contractor's personnel shall have combined/collective experience in all categories of environmental remediation and decommissioning activities (i.e., remedial action and decommissioning project management and supervision, chemical quality management, excavation of contaminated soils, waste minimization, in-situ bioremediation, identification and tracking of hazardous waste, tank removals, demolition, construction, site restoration, etc.). The requirements for on-site and off-site personnel will differ for each project and will be identified at the task order level.

C.13.A. PERSONNEL QUALIFICATIONS

The personnel may be employees of either the prime contractor or a subcontractor unless specified otherwise in this section or on an individual task order. Contractor personnel may hold dual positions on a site/project specific basis. For example, when deemed appropriate, the Site Supervisor may also serve as the Health and Safety Officer.

Experience is considered qualifying when it is progressively responsible, is in areas directly related to the functions and level of the labor category; and clearly provides the candidate with

the ability to perform successfully the duties of the position after a normal orientation period.

Education is considered qualifying when it is obtained from an institution appropriately accredited by an organization recognized by the Secretary, U.S. Department of Education.

PROGRAM MANAGER

The Contractor shall designate a Program Manager to act as a single point of contact responsible for the overall management of the contract, including cost, schedule, and technical quality, and for coordination of all program issues with the Volpe Center. The Program Manager shall manage the implementation of all remediation and decommissioning activities in accordance with contract policy and procedures and shall take immediate corrective action when performance does not comply with the contract requirements. The Program Manager shall oversee the management and coordination between contractor staff, subcontractors, and the Volpe Center; and shall manage the development and implementation of administrative procedures, record keeping, and quality control. The Program Manager shall also hold periodic status meetings and coordinate all program issues with the Volpe Center CO or designee. .

The Program Manager must be experienced and knowledgeable in the field of HTRW remediation, investigations, studies, designs, and cleanups and with the specific activities identified in this contract. The Program Manager shall also be competent, experienced and knowledgeable in the field of site decommissioning, demolition and construction. The Program Manager shall have, as a minimum, the following qualifications:

- B.S. degree from an accredited school in engineering, construction management, geology, chemistry, or a related field;
- M.S. degree from an accredited school in engineering, construction management, geology, chemistry, business management or a related field;
- A minimum of eight (8) years Program Management experience, with a minimum of five (5) years experience on HTRW investigation, study, design, and remedial action Project Management and/or decommissioning activities;
- Professional registration, where applicable;
- Cost Contracting Experience; and
- Working knowledge of applicable federal, state, and local laws, regulations, and guidance.

PROJECT MANAGER

For each task order issued to the Contractor, the Contractor shall designate a Project Manager (PM). The Program Manager may act as the Project Manager, with approval of the Volpe Center

CO or designee. The Project Manager, with the approval of the Volpe Center, may act at more than one site if the execution is sufficiently limited. The Project Manager shall be single point of contact for the task order, and shall be responsible for the management and execution of the task order in accordance with the approved statement of work, approved work plans, and all federal, state, and local laws and regulations. The Contractor shall ensure coordination between the Safety and Health Manager (SHM) and the Site Safety and Health Officer (SSHO) to ensure that all site activities are performed in a safe manner. The Project Manager shall also be responsible for implementing the Contractor Quality Control (CQC) system and shall ensure that all work is performed in accordance with the quality specified in the task order, Work Plan, and CQC Plans. The Contractor shall also maintain close communication and coordination with the Volpe Center CO or designee for the duration of the project, including weekly and/or monthly progress and detailed cost reporting. The Project Manager shall have, as a minimum, the following qualifications:

- B.S. degree from an accredited school in engineering, construction management, geology, chemistry, or related field;
- Professional registration, where applicable;
- A minimum of five (5) years Project Management experience, with a minimum of three (3) years experience on HTRW investigation, study, design, and remedial action;
- Cost contracting experience; and
- Working knowledge of applicable federal, state, and local laws, regulations, and guidance.

PROJECT ENGINEERS/SCIENTISTS

The Contractor shall utilize the services of engineers and scientists with knowledge and experience in civil and environmental engineering-related disciplines including environmental chemistry, regulatory requirements, hazardous materials management and geotechnical engineering.

Staff Project Engineers/Scientists

Staff Project Engineers/Scientists shall have, as a minimum, the following qualifications:

- An engineering degree from an accredited school in Civil or Chemical Engineering, or a related field; and
- Demonstrated education and experience in contaminated liquids, soils, and air remediation technologies, or demolition and hazardous materials abatement.

Senior Project Engineers/Scientists

Senior Project Engineers/Scientists shall have, at a minimum, the following qualifications:

- An engineering degree from an accredited school in Civil or Chemical Engineering, or a related field, and a professional registration;
- Demonstrated education and experience in contaminated liquids, soils, and air remediation technologies or demolition and hazardous materials abatement;
- Five (5) years total environmental experience, of which at least three (3) years is related to investigations, studies, designs, and remedial actions at HTRW sites.

SITE SUPERVISOR

The Site Supervisor shall have responsibility and authority to direct work performed under each task order. This individual shall be responsible for the management and execution of all site activities in exact accordance with the approved statement of work, approved work plans, and all federal, state, and local laws and regulations. The Site Supervisor shall have, as a minimum, the following qualifications:

- A minimum of six (6) years of site supervisor experience, with a minimum of three (3) years experience supervising HTRW or decommissioning projects.

CERTIFIED INDUSTRIAL HYGIENIST (CIH)

The Contractor shall utilize an Industrial Hygienist certified by the American Board of Industrial Hygiene (ABIH) to develop, implement, and oversee all safety and health related aspects of this contract. The CIH shall have a minimum of three years experience in developing and implementing safety and health programs at hazardous waste sites, in the hazardous waste disposal industry, or in the chemical or petroleum processing industry. The CIH shall be present on-site during the initial day(s) of the on-site activities and at the start-up of each new major phase according to the approved Site Safety and Health Plan (SSHP). The CIH shall be available for emergencies and on-site consultation.

SITE AND SAFETY HEALTH OFFICER (SSHO)

The Contractor shall utilize a trained, experienced SSHO to ensure that all elements of the approved SSHP are implemented and enforced onsite. The SSHO shall assist and represent the CIH in on-site training and the day-to-day on-site implementation and enforcement of the approved SSHP. The SSHO shall be assigned to the site on a full time basis for the entire duration of field activities. The SSHO shall have the authority to stop work if unacceptable health or safety conditions exist. The SSHO shall have the following qualifications:

- A minimum of two (2) years experience in implementing safety and health programs at hazardous waste sites, in the hazardous waste disposal industry, at underground storage tank removal projects, or in the chemical industry where Level C and Level B personal protective equipment was required;
- Documented experience in construction techniques and construction safety procedures;
- Working knowledge of Federal and State occupational safety and health regulations;
- Specific training in personal and respiratory protective equipment program implementation, confined space program oversight, and in the proper use of air monitoring instruments, and air sampling methods;
- Trained in First Aid and CPR by a recognized organization such as the American Red Cross;
- For asbestos work, shall be AHERA certified Contractor Supervisory trained, and have a minimum one year working experience in the asbestos abatement industry and shall have demonstrable experience in asbestos air monitoring techniques, including successful completion of NIOSH-532 - sampling and evaluating airborne asbestos dust;
- For lead-based paint work, shall have EPA accredited LBP Supervisory training and a minimum six months working experience in the lead-based paint abatement industry and shall have demonstrable experience in lead-based paint air monitoring techniques and knowledge of engineering and work practice controls which reduce lead exposure.

HEALTH PHYSICIST

The Contractor shall utilize a Certified Health Physicist (CHP), certified by the American Board of Health Physics (ABHP), to provide complete and expert health physics, radiation protection safety, and radiation risk assessment program direction and technical guidance. The CHP shall develop the site radiation risk evaluation and the radiation protection program for inclusion in the Site Safety and Health Plan. The CHP shall conduct an initial radiation survey and recommend radiation-monitoring equipment. The Health Physicist shall have, as a minimum, the following requirements:

- A four year degree from an accredited institution in natural science or engineering;
- Certification by the American Board of Health Physicists with one year experience in HTWR work; and
- Through appropriate experience or other education, special studies and training, have acquired competence in the practice of Health Physics.

SECTION D – PACKAGING AND MARKING**D.1 PACKAGING (May 1999)**

The Contractor shall ensure that all items required are preserved, packaged, packed, and marked in accordance with best commercial practices to meet the packing requirements of the carrier, and ensure safe delivery at destination. Additional packing requirements for hazardous materials shall be addressed at the task order.

D.2 MARKING (May 1999)

All items submitted to the Government shall be clearly marked as follows:

- A. NAME OF CONTRACTOR;
- B. CONTRACT NUMBER;
- C. TASK ORDER NUMBER; (If Applicable)
- D. DESCRIPTION OF ITEMS CONTAINED THEREIN;
- E. CONSIGNEE'S NAME AND ADDRESS; and
- F. If applicable, packages containing software or other magnetic media shall be marked on external containers with a notice reading substantially as follows: "CAUTION: SOFTWARE/MAGNETIC MEDIA ENCLOSED. DO NOT EXPOSE TO HEAT OR MAGNETIC FIELDS".

SECTION E - INSPECTION AND ACCEPTANCE

E.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

I.FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

This contract incorporates one or more clauses, by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.dot.gov/ost/m60/tamtar/tar>

<http://acquisition.gov/far/index.html>

<http://www.arnet.gov/far>

<i>NUMBER</i>	<i>TITLE</i>	<i>DATE</i>
52.246-4	INSPECTION OF SERVICES—FIRM FIXED PRICE	AUG 1996
52.246-5	INSPECTION OF SERVICES--COST-REIMBURSEMENT.	APR 1984
52.246-12	INSPECTION OF CONSTRUCTION	APR 1996
52.246-13	INSPECTION—DISMANTLING, DEMOLITION OR REMOVAL OF IMPROVEMENTS	AUG 1996

E.2 GOVERNMENT REVIEW AND ACCEPTANCE (MAY 1999)

A. Technical inspection and acceptance of all work, performance, reports, and other deliverables under this contract shall be performed at the location specified in an individual task order. The task order shall also designate the individual responsible for inspection and acceptance, as well as the basis for acceptance. Task order deliverable items Rejected shall be corrected in accordance with the applicable clauses.

B. Unless otherwise stated in the individual task order, the Government requires a period not to exceed thirty (30) days after receipt of the final deliverable item(s) for inspection and acceptance or rejection. Final acceptance rests with the Contracting Officer or designee.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.dot.gov/ost/m60/tamtar>
<http://acquisition.gov/far/index.html>
<http://www.arinet.gov/far>

NUMBER	TITLE	DATE
52.242-14	SUSPENSION OF WORK	APR 1984
52.242-15	STOP WORK ORDER	AUG 1989
52.242-15	STOP WORK ORDER, Alternate I	APR 1984
52-247-34	F.O.B. DESTINATION	NOV 1991

F.2 CONTRACT AND TASK ORDER PERIOD OF PERFORMANCE (JUN 2007)

A. The contract ordering period will be effective as of the date the contract is signed by the Contracting Officer and will continue in effect for period of (5) calendar years thereafter. Task Orders (TO) under this contract may be mutually signed by the Contractor and the Contracting Officer at any time within the five (5) years of the date of this contract provided the total contract amount is not exceeded. The actual performance of the work may extend beyond the five (5) year period, as determined by each TO, but shall not extend longer than one (1) year beyond the ordering period of the contract.

B. The period of performance, deliverables, and performance schedule for each Task Order shall be specified in each Task Order awarded under this contract.

C. Individual task orders will specify a beginning date (OF 347, Block 1) and an ending date (Section F therein). Costs incurred prior to the beginning date or after the ending date shall not be directly allowable without the written consent of the Contracting Officer (modification).

F.3 DELIVERIES (NOV 2007)

Delivery of supplies, services, and written documents [e.g. reports, briefings, presentations, etc. (including required formats and delivery locations)] will be performed in accordance with the task order requirements. All correspondence and reports related to each task order shall be delivered to the CO, designated Administrative CO (ACO) and/or Contract Specialist, and/or designated Contracting Officer's Technical Representative (COTR) as specified in the task order.

F.4 CONTRACT PROGRESS REPORT - (SEPT 2008)

- A. A Contractor which has been awarded one or more task orders shall provide monthly overall progress reports. The progress reports shall be provided electronically (pdf) to the Contracting Officer and/or his designee(s) not later than the 15th of the following month. The reports shall be submitted in a format designated within each task order.
- B. The monthly progress reports shall address all activity under the contract through the last day of the previous month.
- C. The monthly progress report shall contain the following information:
 - (1) A listing of all new task orders accepted for the preceding month, including, for each:
 - a. Task order number and date of issuance;
 - b. Brief description of work covered by task order, including estimated hardware/software amounts (if applicable);
 - c. Amount obligated under task order;
 - d. Total potential task order amount (including options);
 - e. Key milestones (including date of first and last deliverable);
 - f. Subcontractor information, if applicable (including name(s), classification of subcontractor (i.e., small, disadvantaged, large, etc.), type of effort being performed, estimated amount/percentage of work to be done by subcontractor(s));
 - g. Type of task order (CPFF or FFP); and
 - h. Key personnel assigned to task order, including prime Contractor contact point and phone number for task order.
 - (2) A listing of all ongoing task orders (excluding those from paragraph (1) above) including:
 - a. Task order number and date of issuance;
 - b. Any modifications to the task order;
 - c. Summary of dollars expended to date per task order;
 - d. Estimated percentage of work yet to be completed on the task order;
 - e. Progress in meeting subcontracting goals and performance measures under the task order (if applicable); and
 - .
 - (3) A listing of all completed task orders, including:
 - a. Task order number and date of issuance;
 - b. Number and value of modifications issued for the task order;
 - c. Completion date of task order and whether or not inspection and acceptance has been performed by Government;

- d. Total dollar amount of task order, including modifications;
 - e. Success/failure in meeting subcontracting goals and performance measures under the task order (if applicable);
 - f. Status of performance evaluation comments.
- (4) Significant findings, problems, delays, events, trends, etc. during the reporting period which result from or affect the performance of any task order and any perceived problems which affect the base contract.
- D. The data required in paragraphs (A) through (C) above, along with other relevant information required, shall be subject to inclusion in a past performance database developed and maintained by the Government.

F.5 MONTHLY TASK ORDER PROGRESS REPORTS (NOV 2007)

A monthly progress report shall be submitted for each task order. The progress reports shall be provided to the Contracting Officer or designee no later than the 15th of each month. The task order progress report must be submitted electronically in a Microsoft Office 2003 compatible format. If a Contractor has been awarded more than one task order, monthly progress reports must be submitted separately for each task order. Unless otherwise prescribed in the task order, the report must cover the following items:

1. The work performed during the previous month;
2. Significant findings, problems, delays, events, trends, etc. during the reporting period that result from or affect the performance of the task order;
3. Detailed technical description of the work planned for the next reporting period;
4. Specific action requested of the Government to assist in the resolution of a problem or to effect the timely progression of the task order;
5. An up-to-date schedule of the work to be performed under the task order. A chart shall be presented reflecting planned project accomplishments versus actual accomplishments in terms of time;
6. Report on accomplishments against any identified performance metrics, if applicable.

F.6 MONTHLY TASK ORDER COST REPORTS (JAN 2008) (This clause applies to cost plus fixed fee task orders.)

The Contractor must submit monthly cost reports setting forth monthly and cumulative (1) direct labor hours by category as set forth in the task order (including subcontract hours); and (2) elements of cost by direct loaded dollars, subcontracts, and other direct costs, etc. that have been incurred and/or committed. The progress reports shall be provided to the Contracting Officer or designee no later than the 15th of each month. Proprietary rate information should not be discussed. The costs that have been committed but are unpaid to date will be noted. Where

cumulative amounts on the monthly reports differ from the aggregate amounts contained in the request(s) for contract financing payments covering the same period, the Contractor must provide a reconciliation of the difference as part of the monthly report. In these reports, the Contractor shall also make its current assessment of completing the remaining work within the remaining funds. The Contractor shall prepare a graph using the vertical axis for dollars and the horizontal axis for time that shows actual and projected rates of expenditures for the task order. Within thirty (30) calendar days after completion of work under the task order, the Contractor shall include in its monthly report its estimate of the total allowable cost incurred under the task order, and in the case of a cost under-run, the amount by which the estimated cost of the task may be reduced to recover excess funds pending final closeout of the task order. The submission of these reports does not relieve the Contractor of its responsibility under the Limitation of Costs or Limitation of Funds clauses applicable to each task order and identified in Section I of this contract. The Volpe Center requires that the report be submitted electronically in a Microsoft Office 2003 compatible format (See Attachment J.1 - Monthly Task Order Cost Report Formats).

F.7 TECHNICAL REPORTS – TASK ORDER CONTRACTS (DEC 2003)
(The clause applies only as specified in task orders.)

Task orders that identify technical reports as a deliverable will culminate in one of two types: letter type or technical. The letter type will be used primarily for smaller tasks such as data validation, field support, task planning documents, literature searches, analysis plans, conference planning documents, and schedules. A formal technical report may be required for major tasks and may include earlier letter-type reports as subsections. The task order will specify the type of report as well as the formatting requirements and the number of copies required. The reports submitted will be subject to review and approval by the Volpe Center COTR or Task Order COTR (TOCOTR) and, if necessary, will be modified and resubmitted. The Contractor shall submit a final report incorporating the COTR's and/or TOCOTR's comments.

F.8 REPORTS OF WORK - REPORT DISTRIBUTION - (APRIL 2008)

Nothing set forth herein regarding number of copies shall be construed as authority to disregard the provisions of the clause of this contract entitled "Printing." Reports shall be submitted electronically to the persons listed below unless otherwise stated. The reports shall be attached as a pdf. Reports longer than 25 pages shall be submitted both electronically and as a hard copy. Mailing addresses shall be disseminated within the task order award document. The number of copies is as follows.

A. Contract Progress Report:

- 1 copy Contracting Officer (CO)
- 1 copy Contracting Officer or Administrative Contracting Officer (ACO)
- 1 copy Contracting Officer's Technical Representative (COTR)

B. Monthly task order Progress Reports:

- 1 copy CO
- 1 copy ACO
- 1 copy COTR
- 1 copy task order COTR (as applicable)

C. Monthly task order Cost Reports:

- 1 copy CO
- 1 copy ACO
- 1 copy COTR
- 1 copy task order COTR (as applicable)

D. Technical Reports

The recipients will be determined in each task order. The Contractor shall provide a copy of the cover letter transmitting final submission of technical deliverables to the designated ACO.

F.10 MEETINGS AND ORAL PRESENTATIONS (DEC 1998)

The contractor shall meet with the Volpe Center Contracting Officer, COTR, and/or Task Order COTR and other personnel engaged in the Task Order at a location to be established by each TO to discuss critical areas revealed by the contractor's work. Such meetings may be held at the Volpe Center, the contractor's facility, or elsewhere as the situation warrants, as requested by the CO.

SECTION G - CONTRACT ADMINISTRATION DATA

I. TRANSPORTATION ACQUISITION REGULATION (48 CFR CHAPTER 12)

G.1 1252.242-73 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (OCT 1994)

a. The Contracting Officer may designate Government personnel to act as the Contracting Officer's Technical Representative (COTR) to perform functions under the contract such as review and/or inspection and acceptance of supplies and services, including construction and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the Contractor within five working days after contract award or for construction, not less than five working days prior to giving the Contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the COTR under the contract.

b. The Contracting Officer cannot authorize the COTR or any other representative to sign documents (i.e., contracts, contract modifications, etc.) that require the signature of the Contracting Officer.

G.2 RESPONSIBILITY FOR CONTRACT ADMINISTRATION (MAR 2003)

Contracting Officer: The Contracting Officer (CO) has the overall responsibility for this contract. The CO alone, without delegation, is authorized to take actions on behalf of the Government to amend, modify, or deviate from the contract terms, conditions, requirements, specifications, details and/or delivery schedules. However, the CO may delegate certain other responsibilities to his/her authorized representatives.

Administrative Contracting Officer: An Administrative CO (ACO) may be designated by the CO. The duties of an ACO include but are not limited to analyzing and making recommendations on the contractor's proposals, offers, or quotations upon request of the CO and approving contractor's invoices in accordance with the terms of the contract.

Contracting Officer's Technical Representative: A Contracting Officer's Technical Representative (COTR) will be designated by the CO. The responsibilities of the COTR include but are not limited to inspecting and monitoring the contractor's work, determining the adequacy of performance by the contractor in accordance with the terms and conditions of this contract, acting as the Government's representative in charge of work at the site to ensure compliance with contract requirements in so far as the work is concerned, and advising the CO of any factors which may cause delay in performance of the work. The COTR does not have the authority to make new assignments of work or to issue directions that cause an increase or decrease in the price of this contract or otherwise affect any other contract terms.

Task Order Contracting Officer's Technical Representative: The CO may designate a Task Order Contracting Officer's Technical Representative (TOCOTR). The TOCOTR will perform the duties of the COTR in connection with the technical oversight of an individual task order.

The TOCOTR does not have the authority to make new assignments of work or to issue directions that cause an increase or decrease in the price of this contract or on a task order or otherwise affect any other contract or task order terms.

The CO, the ACO, the COTR, and TOCOTR are, unless otherwise indicated, located at:

DOT/RITA/Volpe National Transportation Systems Center
55 Broadway
Cambridge, MA 02142-1001

G.3 ORDERING (APR 2008)

- A. During the five-year ordering period of the contract, the CO or designee may issue fixed-price or cost plus fixed fee, performance based task orders in accordance with this contract.
- B. All contractors shall be provided a fair opportunity to be considered pursuant to the procedures set below for each task order to be issued unless:
 - a. The Government's need for the services or construction ordered is of such unusual urgency that providing such opportunity to all contractors would result in unacceptable delays in fulfilling that need;
 - b. Only one contractor is capable of providing the services required at the level of quality required because the services ordered are unique or highly specialized;
 - c. The task order should be issued on a sole source basis in the interest of economy and efficiency because it is a logical follow-on to a task order already issued under this contract, provided that all awardees were given a fair opportunity to be considered for the original order;
 - d. It is necessary to place the order with a particular contractor in order to satisfy a minimum order; or
 - e. It is necessary to limit competition to meet preference program goals identified in FAR Part 19.
- C. The Government's objective is to keep the task order procedures simple and inexpensive for all parties to the contract. Multiple award contractors will be provided a fair opportunity to be considered for each order using the following procedures:
 - a. When the Government requires work under the contract, a Task Order (TO) RFP shall be issued. The TORFP shall include information concerning the statement of work, guide specifications, drawings, attachments, and information pertaining to site visits, evaluation criteria and any other requirements for submission. Performance and payment bonds will be required.
 - b. A written price proposal will always be required for all task orders to be issued under this contract. On competitive task orders, the TORFP may require the contractor to fill out a bid/price schedule. In all instances, the contractor shall

base its' proposal on the rates specified in Schedule 5 of the contractors proposal.

- c. An Offerors attendance at any walk throughs that are scheduled, as part of a Task Order is considered vital to competitive and cost effective offers, and to understand the total results desired by the Government. Failure to attend walk throughs/site visits may not be used as an excuse for omission or miscalculation in proposals, and may be taken into consideration in determining a Contractor's eligibility to participate in future task orders. The Contractor will not be reimbursed as a direct charge for attendance during negotiations, site visits or other pre-task order costs.
 - d. Upon a receipt of a TORFP, the contractor may submit a proposal to the CO, which must include the technical, price and any other information requested. The proposal must be submitted by the time specified in the request.
 - e. The Government shall have the right to select the contractor based on initial proposals without discussions. The Government reserves the right to hold discussions after evaluation of initial proposals.
 - f. If the Government determines that certain personnel are key to successful completion of a task order, they shall be designated as Key Personnel for the task order pursuant to TAR 1252.237-73, Section I.
 - g. Upon request, the Government will debrief unsuccessful offerors on a TORFP. Requests must be made within five (5) days of the notice of award for a specific task order.
- D. The Government will order any work to be furnished under this contract by issuing task orders on Optional Form 347 or an agency-prescribed form by mail, facsimile, or electronically. In addition to the CO, the following individuals may issue task orders: CO and designated ACOs.
 - E. The performance period of the contract is not synonymous with the performance period of any task order issued under the contract. The period of performance for a given task order shall be specified in that task order.
 - F. A Standard Form 30 will be used to modify task orders.
 - G. A representative authorized by the contractor shall acknowledge receipt of each task order within three (3) business days of receipt.
 - H. Each task order issued may incorporate the contractor's proposed performance schedule, technical and/or price proposals and will include a total price.
 - I. Under no circumstances will the contractor start work prior to the issue date of the task order unless specifically authorized to do so by the CO.

G.4 TASK ORDER OMBUDSMAN (JAN 2008)

Contractors with any complaint regarding award of individual task orders shall submit such complaint(s) to the Task Order Ombudsman, U.S. Department of Transportation/Research and Innovative Technology Administration/Volpe National Transportation Systems Center, 55 Broadway, Cambridge, MA 02142, Attn: Dr. Richard John; fax: (617) 494-3730; e-mail: Richard.R.John@volpe.dot.gov. It should be noted that in accordance with FAR 16.505(a)(9), no protest is authorized in connection with the issuance of a task order except for a protest on the grounds that the task order increases the scope, period of performance, or maximum value of the contract.

G.5 TECHNICAL DIRECTION (MAR 2003)

Performance of the work hereunder shall be under the technical direction of the COTR and TOCOTR on a specific task order. As used herein, "technical direction" is limited to directions to the contractor that clarify the specific description of work set forth in the task order. This direction may not include new assignments of work, or may not be of such a nature as to cause an increase or decrease in the estimated cost of the contract or task order, or otherwise affect any other provision of this contract.

G.6 ACCOUNTING AND APPROPRIATION DATA - (MAY 1999)

Each individual task order shall specify the Accounting and Appropriation Data from which payment shall be made.

G.7 PAYMENT AND CONSIDERATION (APR 2008)

Contract clauses regarding payment processes and consideration will differ depending on the contract type/pricing methodology used in the task order. Specific clauses to be used in each case are provided below:

A. The following clause is applicable to fixed-price task orders:

CONSIDERATION - FIXED PRICE

Upon delivery and acceptance of the required services, the Contractor shall be paid at the fixed price specified on the face of the task order.

B. The following clauses are applicable to cost-plus-fixed-fee (CPFF) task orders:

CONSIDERATION - COST-PLUS-FIXED-FEE

Subject to the clauses Limitation of Cost (FAR 52.232-20), Allowable Cost and Payment (FAR 52.216-7), and Fixed Fee (52.216-8), the total allowable cost of this task shall not exceed \$(To be completed at the time of task order award), which is the total estimated cost of the Contractor's performance hereunder exclusive of fixed fee. In addition, the Government shall pay

the Contractor a fixed fee of \$(To be completed at the time of task order award) for the performance of this task.

The Contractor shall be provisionally reimbursed indirect expenses on the basis of billing rates approved by the Cognizant Federal Agency (CFA) pending establishment of final indirect rates.

The final indirect expense rate pertaining to the contract shall be those determined for the appropriate fiscal year in accordance with FAR 42.705 and FAR 52.216-7.

G.8 PAYMENTS UNDER COST REIMBURSEMENT CONTRACTS (MAR 2008)

NOTE: Under no circumstances can funds obligated under one task be used to pay costs incurred or fee earned under another task.

The invoicing and payment office for all contract actions issued by the DOT/RITA/Volpe National Transportation Systems Center is located at the Enterprise Services Center (ESC), Office of Financial Operations, Federal Aviation Administration (FAA) in Oklahoma City, Oklahoma. The Contractor must submit all invoices, including supporting documentation, **electronically** (e.g., PDF format) to the ESC at FAA in Oklahoma City by **e-mail** at the following address: volpeinvoices@faa.gov (all lower case). A cover email must accompany each invoice and provide the applicable information in the fields listed below.

Invoice Date:
 Supplier Name:
 Invoice Amount:
 Invoice Number:
 Contract No. /Purchase Order No.:
 Task:
 Modification No.:
 Terms/Discount:
 Performance Period:
 Notes:

Under indefinite delivery/indefinite quantity contracts, separate invoices or contract financing requests must be submitted for each task. However, all interim payment requests for tasks under the contract must be submitted concurrently each month and only one contract level completion invoice shall be submitted.

The Contractor shall submit a final interim invoice for each task order. This shall include a complete list of invoices previously tendered under the task order. The final interim invoice shall be submitted within six (6) months of the task order's physical completion. If changes to this invoice become necessary as a result of Government review, the Contractor shall submit a corrected final interim invoice. In addition to the information required by FAR 52.216-7 and FAR 52.232-25 incorporated by reference in Section I, an invoice or contract financing payment request must meet the following requirements:

1. Consecutively number each interim payment request beginning with No. 1 for each task;
2. The voucher shall include current and cumulative charges by major cost elements such as direct labor, overhead, subcontracts, and other direct costs. Cite direct labor hours incurred by the Prime Contractor and each subcontractor. Other direct costs must be identified, e.g., travel, per diem, material, and equipment;
3. Requests for contract financing or invoices must clearly indicate the period of performance for which payment is requested and the Volpe Center accounting information necessary to process payments. When contracts or task orders contain multiple lines of accounting data, charges that cannot be assigned to a single line of accounting information should be allocated based on the percentage of total dollars unless otherwise specified;
4. When the Contractor submits vouchers on a monthly basis, the period covered by invoices or requests for contract financing payments must be the same as the period for monthly progress reports reported under the contract or tasks. If, in accordance with FAR 52.216-7, the Contractor submits requests for invoices or contract financing payments more frequently than monthly, one payment request per month must have the same ending date as the monthly progress report;
5. Pending settlement of the final indirect rates for any period, the Contractor shall be reimbursed at billing rates approved by the Cognizant Federal Agency (CFA). The Contractor shall ensure that any change in the identity of the CFA responsible for establishment of its indirect rate factors is made known to the Volpe Center ACO. These rates are subject to appropriate adjustments when revised by mutual agreement or when the final indirect rates are settled either by mutual agreement or unilateral determination by the CFA (see FAR 42.704). In accordance with FAR 52.216-7, the Contractor shall submit to the CFA a proposal for final indirect rates based on the Contractor's actual costs for the period, together with all supporting data. In addition, contractors are required by the CFA to submit billing rate proposals, usually no later than thirty (30) days after the close of its fiscal year for the ensuing fiscal year to the CFA. Copies of the cover letter submitting the proposal must be provided to the Volpe Center ACO. The Contractor's failure to provide the rate proposal in a timely manner may impact payment of financing request and could ultimately result in suspension of the indirect expense portion. The Contractor shall provide copies of all rates established by the CFA to the Volpe Center ACO. It is imperative that the ACO be provided signed copies of all rate agreements since these rate agreements must be in the possession of the Volpe Center before any rates contained therein can be used by the Contractor for cost reimbursement. The Contractor should note that absence of a final rate determination does not relieve the Contractor of its responsibility under the Limitation of Funds or Limitation of Costs clauses to report in a timely manner to the CO when it has reason to believe its costs may exceed the total estimated cost or funds allotted to the task order.

6. The completion (final) invoice is the last voucher to be submitted for incurred, allocable, and allowable costs expended to perform all task orders issued under the contract. This contract-level voucher should include all reserves, allowable cost withholdings, balance of fixed fee, etc. The final contract level invoice shall include current and cumulative charges for amounts claimed under each task by major cost element and the fixed fee relative to each task. The Contractor shall submit this invoice, along with the Contractor's release form, DOT F 4220.4, to the CO, following the final adjustment of its annual indirect rates per FAR 52.216-7.

G.9 PAYMENT OF FEE - COST-PLUS-FIXED-FEE (NOV 2007)

The Government will issue task orders which will include one of two methods by which the Contractor can earn total fixed fee. Requests for provisional fee payment must be based on and be consistent with the information stated in the contract or task financing request. However, the request must be submitted separately.

For **term-type task orders**, a portion of any fixed fee specified in the task order will be paid on a provisional basis. The amount of such payments will be based upon a percentage of costs expended during performance of the task order. The final amount may be determined at contract closeout as the Contractor maintains the right to invoice for costs expended on completed task orders up until that time.

For **completion-type task orders**, if performance is considered satisfactory, the Government may make provisional fee payments subject to FAR 52.216-8 on the basis of percentage of work completed, as determined by the CO. The Contractor shall be required to complete the specified end product (e.g., a final report or working system) within the estimated cost as a condition for payment of the entire fixed fee. In the event the work cannot be completed within the estimated cost, the Government may require more effort without any increase in fee, provided the Government increases the estimated cost. If the Government chooses not to increase the estimated cost, the fixed fee payable will be based on the CO's determination of the percentage of completion of the specified end product(s).

G.10 PERFORMANCE EVALUATIONS (MAR 2008)

Performance evaluations shall be completed for each completed task order over \$100,000 and for selected tasks for lower amounts as determined by the CO. Performance evaluations shall also be completed at least annually for task orders that have a performance period in excess of one year. It is the policy of the U.S. Department of Transportation and the Volpe National Transportation Systems Center to use the web-based National Institutes of Health (NIH) Contractor Performance System (CPS) to record the Contractor performance information required by FAR subpart 42.15. The format of a standard Contractor performance evaluation report can be found at: http://cps.od.nih.gov/Words/Standard_Form.doc.

The CO or designee will submit the completed evaluation to the Contractor for comment electronically using the NIH CPS system. The Contractor will be given thirty (30) calendar days in which to review and respond to the Government's ratings and comments. The Government

will consider any comments provided by the Contractor before finalizing a Performance Evaluation Report and the Contractor's comments will be incorporated in the Report. In order to access performance evaluations and view the Government's ratings and comments, Contractors must be registered in NIH CPS system (<https://cpscontractor.nih.gov/>).

G.11 TRAVEL AND PER DIEM (NOV 2008)

All travel performed under this contract shall be performed in accordance with Federal Travel Regulations (FTR) and must be approved in writing in advance of travel taking place. The actual costs for lodging, meals, and incidentals will be considered reasonable and allowable if they do not exceed the maximum per diem rates in effect at the time of travel as set forth in the FTR. In accordance with FAR Subpart 31.205-46, a written justification must be provided for higher amounts in special or unusual circumstances. Travel will be reimbursed at actual costs (with a copy of the receipts for expenses) in the following categories:

- 1.) Airline Tickets (commercial rate economy seating)
 - 2.) Hotel Expenses (Government rates unless pre-approved by the COTR and/or job order initiator).
 - 3.) All Other Modes of Transportation (Taxi receipts are not required if less than \$75.00)
- Food and other miscellaneous expenses will be reimbursed at the prevailing FTR reimbursement rates.

G.12 VOUCHER REVIEW (MAR 2003)

The Government may at its sole discretion utilize a Contractor to review vouchers and supporting data submitted for payment under the provisions of this contract. The Contractor reviewing vouchers and supporting data will perform this function in accordance with contract provisions which prohibit disclosure of proprietary financial data or use of such data for any purpose other than to perform accounts payable services.

G.13 FUNDING FOR CONTRACT MINIMUM (JUN 2007)

Pursuant to Clauses B.2 - "MINIMUM/MAXIMUM AMOUNT OF WORK" and FAR 52.216-22 - "Indefinite Quantity", the amount presently available for payment and allotted to this contract to provide for the contract minimum amount is \$2,500.00 for each intended contract. This allotted amount will be applied, as appropriate, to one or more individual task orders issued under this contract. Additional funding will be allotted and obligated, as necessary, only on individual task orders.

G.14 COST ACCOUNTING SYSTEMS (SEPT 2008)

Cost Accounting System

The contractor shall maintain a cost accounting system that will accumulate costs incurred for each task order separately in order to receive a CPFF type task order.

Administrative Labor

Only those labor categories and functions identified and priced out in the Cost and Business Proposal are billable as direct labor during performance without prior Contracting Officer approval. See proposal preparation instructions in L.4. Administrative Labor and Schedule 5 of the solicitation. This also applies to subcontractors. The Administrative Labor categories included in the contractors Cost and Business Proposal are hereby incorporated into the contract.

Other Direct Costs

In addition to travel and equipment costs estimated by the Government in Schedule 2, only those costs identified and priced out in the proposal by the Offeror (or subcontractor) are billable without prior Contracting Officer approval. See L.4. Other Direct Costs and Schedule 2. Elements of other direct cost identified in the contractor's Cost and Business Proposal are hereby incorporated into the contract.

Task Order Proposal Preparation Cost

Submission of proposals in response to task order RFPs is not mandatory. Bid and proposal expenses incurred in connection with the preparation of task order proposals will be reimbursed in accordance with established practices; however, bid and proposal costs will not be reimbursed as direct costs.

Uncompensated Overtime

(The term "contract proposals" as used in this clause refers to proposals which may result in initial contract award. "Task order proposals" refers to proposals received in response to task order RFPs.)

Uncompensated overtime is defined as hours worked by Fair Labor Standards Act exempt employees in excess of 40 hours per week for which no compensation is paid in excess of normal weekly salary. A contractor/subcontractor may include uncompensated overtime in its cost proposal only if the practice is consistent with its established accounting practices.

The contractor/subcontractor's accounting system must record all direct and indirect hours worked, including uncompensated overtime.

Only those contractors/subcontractors who included uncompensated effort in their contract proposals may use this accounting practice in a task order proposal or during performance. Similarly, task order proposals must include uncompensated effort consistent with contract cost proposals. Task order proposals which deviate from contract proposals must include an explanation for the deviation for the CO's consideration.

The following clause will be included in each task order when the awardee or subcontractors included uncompensated overtime in their task order proposals:

This task order is based upon the contractor's task order proposal dated TBD in which, of the total

TBD hours required, TBD hours are estimated to be uncompensated as shown below.

Prime Contractor Workweek

Prime Contractor: (TO BE DETERMINED)

Division: (TO BE DETERMINED)

Task Order	Total	Compensated	Uncompensated
Labor Category	<u>Hours</u>	<u>Hours</u>	<u>Hours</u>
	TBD	TBD	TBD

Subcontractor Workweek

Subcontractor Name: (TO BE DETERMINED)

Division: (TO BE DETERMINED)

Task Order	Total	Compensated	Uncompensated
Labor Category	<u>Hours</u>	<u>Hours</u>	<u>Hours</u>
	TBD	TBD	TBD

During performance, the contractor must provide compensated and uncompensated hours in at least the same ratio as shown in the above schedule by labor category. If the contractor anticipates that the ratio will not be achieved by the completion of the task order, the contractor shall notify the CO in writing, identifying the expected shortfall. The contractor must offer to furnish the total level-of-effort included in the task order at no additional cost or fee. The notice shall be provided sufficiently in advance of the completion of the task order to allow the performance of all such hours within the task order term and within the total estimated cost and fixed fee for the task order. If the contractor fails to provide such notice sufficiently in advance, the CO at his/her sole discretion shall have the option of:

- (1) Extending the term of the task order and requiring that the contractor provide the total level-of-effort at no extra cost to the Government, or
- (2) Reducing the cost to be reimbursed by an amount calculated by multiplying the number of hours of unworked uncompensated overtime by the average burdened labor rate for those labor categories and reducing the fixed-fee proportionately. The contractor shall indicate on its invoices and on any contract data items for cost/schedule status all hours worked, both compensated and uncompensated.

G.15 INCREMENTAL FUNDING OF CPFF TASK ORDERS (DEC 2003)

Pursuant to FAR 52.232-22, Limitation of Funds (APR 1984), incorporated by reference herein, task orders issued under this contract may be incrementally funded.

A. When a **term-type task order** is incrementally funded, the following clause will be set forth in full in the task order modification:

LIMITATION OF LIABILITY - INCREMENTAL FUNDING (TERM FORM)

- (1) The amount available for payment for this incrementally funded task order is hereby increased from \$ TBD by \$ TBD to \$ TBD. The amount allotted to the estimated cost is increased from \$ TBD by \$ TBD to \$ TBD. The amount obligated for the fixed fee/award fee is increased from \$ TBD to \$ TBD. This modification involves no change in the total level-of-effort, estimated costs or fixed fee/award fee of this contract, unless otherwise specified herein. The Limitation of Funds clause, FAR 52.232-22, applies to the amount allotted to cover the estimated costs only. The fixed-fee will be payable in accordance with other clauses of the contract.
- (2) The estimated level-of-effort applicable to the incremental funding provided herein is _____ professional labor-hours.
- (3) The incremental funding provided herein is estimated to be adequate for services performed through _____.
- (4) The funding must be tracked and billed accordingly. The funds obligated in block 12 of the SF 30 are available only for work performed on or after the effective date of this modification.

B. When a **completion-type task order** is incrementally funded, the following clause will be set forth in full in the task order modification:

LIMITATION OF LIABILITY - INCREMENTAL FUNDING (COMPLETION FORM)

- (1) The amount available for payment for this incrementally funded task order is hereby increased from \$ TBD by \$ TBD to \$ TBD. The amount allotted to the estimated cost is increased from \$ TBD by \$ TBD to \$ TBD. The amount obligated for the fixed fee/award fee is increased from \$ TBD to \$ TBD. This modification involves no change in the total level-of-effort, estimated costs or fixed fee/award fee of this contract, unless otherwise specified herein. The Limitation of Funds clause, FAR 52.232-22, applies to the amount allotted to cover the estimated costs only. The fixed-fee will be payable in accordance with other clauses of the contract
- (2) The incremental funding provided herein is applicable to the tasks and deliverables specified in TBD.
- (3) The funding must be tracked and billed accordingly. The funds obligated in block 12 of the SF 30 are available only for work performed on or after the effective date of this modification.

G.16 SUBCONTRACTING REPORT (JULY 2000)

Pursuant to FAR 52.219-14, Limitation on Subcontracting, small businesses receiving task orders as a result of a task order set aside (or directed task order) may not subcontract greater than 50 percent of contract performance incurred for personnel under this contract on a cumulative basis (i.e., although individual task orders may have greater than 50 percent subcontracting, the total cumulative subcontracting under all task orders may not exceed 50 percent). Small businesses shall submit an annual report to the Contracting Officer on October 31 of each year, detailing the subcontracting percentage under these task orders performed during the previous Government fiscal year. The report shall show the subcontracting percentage for the year under each individual task order, the cumulative total for the reporting period under the contract, and the cumulative total for the life of the contract. The Government reserves the right to limit awards at any time to a small business not in compliance with this FAR clause.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 NON-PERSONAL SERVICES (DEC 1998)

A. No personal services as defined in Part 37 of the FAR shall be performed under this contract. No Contractor employee will be directly supervised by the Government. All individual employee assignments and daily work direction shall be given by the Contractor's supervisor. If the Contractor believes any Government action or communication has been given that would create a personal services relationship between the Government and any Contractor employee, the Contractor shall promptly notify the Contracting Officer of this communication or action.

B. The Contractor shall not perform any inherently Governmental functions under this contract. No Contractor employee shall hold him or herself out to be a Government employee, agent, or representative. In all communications with third parties in connection with this contract, Contractor employees shall identify themselves as Contractor employees and specify the name of the company for which they work. In all communications with other Government Contractors in connection with this contract, the Contractor employee shall state that they have no authority to in any way change the contract and that if the other Contractor believes this communication to be a direction to change their contract, they should notify the Contracting Officer for that contract and not carry out the direction until a clarification has been issued by the Contracting Officer.

C. The Contractor shall ensure that all of its employees working on this contract are informed of the substance of this clause. Nothing in this clause shall limit the Government's rights in any way under any other provision of the contract, including those related to the Government's right to inspect and accept the services to be performed under this contract. The substance of this clause shall be included in all subcontracts at any tier.

H.2 GPO PRINTING REQUIREMENT (DEC 1998)

All printing funded by this contract will be accomplished in conformance with Title 44, United States Code, regulations of the Joint Committee on Printing, applicable provisions of appropriation acts, and applicable regulations issued by the Government Printing Office and the Department of Transportation.

H.3 HANDLING OF DATA - (MAY 1999)

A. The Contractor and any of its subcontractors in performance of this contract may have need for access to and use of various types of data and information in the possession of the Government which the Government obtained under conditions that restrict the Government's right to use and disclose the data and information, or which may be of such a nature that its dissemination or use other than in the performance of this contract would be adverse to the interests of the Government or other parties. Therefore, the Contractor and its subcontractors agree to abide by any restrictive use conditions on such data and not to:

(1) Knowingly disclose such data and information to others without written authorization from the Contracting Officer, unless the Government has made the data and information available to the public; nor

(2) Use for any purpose other than the performance of this contract that data which bears a restrictive marking or legend.

B. In the event the work required to be performed under this contract requires access to proprietary data of other companies, the Contractor shall obtain agreements from such other companies for such use unless such data is provided or made available to the Contractor by the Government. Two copies of such company-to-company agreements shall be furnished promptly to the Contracting Officer for information only. These agreements shall prescribe the scope of authorized use or disclosure, and other terms and conditions to be agreed upon between the parties. It is agreed by the Contractor that any such data, whether obtained by the Contractor pursuant to the aforesaid agreement or from the Government, shall be protected from unauthorized use or disclosure to any individual, corporation, or organization so long as it remains proprietary.

C. Through formal training in company policy and procedures, the Contractor agrees to make employees aware of the absolute necessity to maintain the confidentiality of data and information, as required above, and further aware of the sanctions which may be imposed for divulging either the proprietary data of other companies or data that is obtained from the Government to anyone except as authorized. The Contractor shall obtain from each employee engaged in any effort connected with this contract an agreement, in writing, which shall in substance provide that such employee will not during his/her employment by the Contractor, or thereafter, disclose to others or use for his/her own benefit or the future benefit of any individual any trade secrets, confidential information, or proprietary/restricted data (to include Government "For Official Use Only") received in connection with the work under this contract. The Contractor shall furnish a sample form of this agreement to the Contracting Officer promptly after award.

D. The Contractor agrees to hold the Government harmless and indemnify the Government as to any cost/loss resulting from the unauthorized use of disclosure of third party data or software by the Contractor, its employees, subcontractors, or agents.

E. The Contractor agrees to include the substance of this provision in all subcontracts awarded under this contract. The Contracting Officer will consider case-by-case exceptions from this requirement for individual subcontracts in the event that

(1) the Contractor considers the application of the prohibitions of this provision to be inappropriate and unnecessary in the case of a particular subcontractor;

(2) the subcontractor provides a written statement affirming absolute unwillingness to perform absent some relief from the substance of this prohibition;

(3) use of an alternate subcontract source would reasonably detract from the quality of effort;

and

(4) the Contractor provides the Contracting Officer timely written advance notice of these and any other extenuating circumstances.

F. Except as the Contracting Officer specifically authorizes in writing, upon completion of all work under this contract the Contractor shall return all such data and information obtained from the Government, including all copies, modifications, adaptations, or combinations thereof, to the Contracting Officer. Data obtained from another company shall be disposed of in accordance with the Contractor's agreement with that company, or, if the agreement makes no provision for disposition, shall be returned to that company. The Contractor shall further certify in writing to the Contracting Officer that all copies, modifications, adaptations or combinations of such data or information which cannot reasonably be returned to the Contracting Officer (or to a company) have been deleted from the Contractor's (and any subcontractor's) records and destroyed.

G. These restrictions do not limit the Contractor's (or subcontractor's) right to use and disclose any data and information obtained from another source without restriction.

H. As used herein, the term "data" has the meaning set forth in Federal Acquisition Regulations, clause 52.227-14, "Rights in Data - General," and includes, but is not limited to, computer software, as also defined in Clause 52.227-14.

H.4 SECURITY CLEARANCE (JULY 2008)

Some task orders may require access to secured facilities. The Contractor must possess the clearance at time of task order award. The Contractor shall be responsible for ensuring compliance by its employees and subcontractors with the security regulations of the Government installation or other facility where work is to be performed.

H.5 TASK ORDER LIMITATIONS (DEC 1998)

(a) The issuance of Task Order(s)(TO)hereunder does not relieve the Contractor of its responsibilities under Clause 52.232-22, Limitation of Funds, and/or FAR 52.232-20, Limitation of Costs. The applicable clause, Limitation of Funds (LOF), for incrementally funded TOs and Limitation of Costs (LOC), for fully funded TOs apply to individual TOs as well as to the contract as a whole.

(b) Costs incurred under a TO shall relate only to the performance of the work called for in that TO. The level of effort or the funds allocated to a TO may not be applied to work under any other TO issued under the contract without the written authorization of the Contracting Officer.

(c) The term "TO" shall be substituted for "schedule" wherever the word appears in FAR clauses 52.232-20, Limitation of Cost, or 52.232-22, Limitation of Funds, as specified.

H.6 EQUIPMENT USAGE

In its proposal submitted in response to a Task Order Request for Proposal, the contractor shall provide a cost/price analysis showing the total equipment costs necessary for the task order. The analysis should show that the contractor is utilizing the most efficient, cost effective manner of either subcontracting locally for the equipment or providing its own.

H.7 SPECIAL CORRESPONDENCE REQUIREMENTS (SEPT 2008)

a. Correspondence. Copies of all correspondence with other government agencies required by the performance of the contract shall be furnished to the Contracting Officer and the OCOTR (as applicable) immediately upon issue or receipt. All Contractor correspondence with the customer, public, various regulators (State and Federal), and with USEPA, unless specified otherwise in this contract, shall be through the TOCOTR. Cover letters shall be appropriately addressed with "TO:" and "THROUGH:" headings.

b. Conversation Records. The Contractor shall maintain a record of all telephone and verbal correspondence regarding information related to the performance of each task order. The record shall identify the parties involved and a summarization of the salient point(s) of the conversation. The contractor shall make these records available to the CO or TOCOTR upon request.

c. Written Correspondence. The Contractor shall maintain files containing the written correspondence pertaining to each task order separate from other files. The Contractor shall provide a copy of correspondence received from, or sent to parties, other than those of this agreement, which pertain to each task order upon request.

d. Correspondence with the Public. The Contractor shall not release information to the public which pertains to the work of this contract, without the approval of the Contracting Officer, COTR or TOCOTR. Requests for information made by the public shall be forwarded to the Contracting Officer or TOCOTR.

e. Correspondence with News Media. The Contractor shall not make available to the news media or publicly disclose any data generated or reviewed under this contract. When approached by the news media, the Contractor shall refer them to the Contracting Officer, COTR or TOCOTR for response.

H.8 IDENTIFICATION OF CONFIDENTIAL BUSINESS INFORMATION AND REDACTION OF PRIVACY ACT INFORMATION (JUN 2007)

a. The Volpe Center may be requested to release information submitted by the contractor either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by the Volpe Center. Business information that is entitled to confidential treatment under existing regulations (40 CFR Part2) may be included in the information released to these individuals. The contractor shall identify all documents claimed as Confidential Business Information in accordance with the above referenced regulation. By submitting an offer or by signing this contract, the contractor agrees to a limited release of the claimed Confidential Business Information.

b. The Contractor shall also redact all Privacy Act Information from all documents submitted under this contract.

H. 9 MAXIMUM FEE/PROFIT (JUL 2008)

Contractors shall propose an appropriate rate of fixed fee depending on the risk associated with a **cost-plus-fixed-fee** contractual arrangement and the nature of the work in the task order. However, the proposed task order fixed fee cannot exceed an amount that is the sum of (1) TBD* percent of the subcontract, equipment, and travel costs, and (2) TBD* percent of all other costs. In accordance with Paragraph, G.9, Payment of Fee – Cost-Plus-Fixed-Fee.

For task orders issued on **firm-fixed-price** basis, contractors shall propose an appropriate profit based on the risk associated with that contract type and the nature of the work in the task order. The proposed profit included in the firm-fixed-price cannot exceed an amount that is the sum of (1) TBD* percent of the subcontract, equipment, and travel costs, and (2) TBD* percent of all other costs.

* To be completed at the time of award of the contract, based on Schedule 4 of the Contractor's proposal (see Section L of this solicitation).

H.10 INSURANCE (MAR 2003)

See Section I - Contract Clause FAR 52.228-7, "Insurance-Liability to Third Persons (MAR 1996)."

The contractor shall secure, pay the premiums for and keep in force until the expiration of this contract, and any renewal thereof, adequate insurance as provided below, such insurance to specifically include liability assumed by the contractor under this contract.

- (1) Workman's compensation insurance as required by law of the State.
- (2) Comprehensive bodily injury liability insurance with limits of not less than \$500,000 for each accident.
- (3) Property damage liability with a limit of not less than \$100,000 for each accident.
- (4) Automotive bodily injury liability insurance with limits of not less than \$200,000 for each person and \$500,000 for each accident, and property damage liability insurance, with a limit of not less than \$40,000 for each accident.

Each policy of insurance shall contain an endorsement that any cancellation or material change in the coverage adversely affecting the Government's interest shall not be effective unless the insurer or the contractor gives written notice of cancellation or change to the CO at least thirty (30) calendar days prior to the aforementioned actions. When the coverage is provided by selfinsurance, the contractor shall not change or decrease the coverage without the CO's prior approval.

A certificate of each policy of insurance shall be furnished to the CO within ten (10) days after notice of award certifying, among other things, that the policy contains the aforesaid

endorsement. The insurance companies providing the above insurance shall be satisfactory to the Government. Notices of policy changes shall be furnished to the CO.

H.11 PERFORMANCE AND PAYMENT BONDS (DEC 1998)

The contractor shall provide a letter with their proposal from their surety stating that their bonding capability is a minimum of \$5,000,000. A Bid Bond is not required. A performance bond and payment bond each in the amount of \$2,500.00, is required to be provided within 20 calendar days after contract award. Performance and payment bonds will be required on each task order in the amount of the task order award value. The contractor shall flow down bond requirements to subcontractors as deemed necessary by the prime contractor in order to protect its interests.

H.12 USE OF GOVERNMENT-FURNISHED EQUIPMENT AND SERVICES (AUG 2008)

The Contractor shall ensure that its employees and subcontractors use Government-Furnished Equipment (GFE) only in an authorized manner and consistent with applicable law, and policies, orders, and regulations of the DOT and the Volpe Center as they may be amended from time to time (See DOT Orders H1350.2 Ch. 14-3, and Volpe Order 1370.6A).

The Contractor agrees to include the substance of this clause in company policy and procedures or employee rules of conduct and to include a statement that the Contractor will take appropriate disciplinary action should violations occur. The Contractor shall periodically remind its employees and subcontractors of this policy.

H.13 GOVERNMENT-CONTROLLED PROPERTY (OCT 2008)

Property assigned to the Contractor for use under this contract via individual task orders will be identified in the Volpe Center Property System under a unique Property Management Area (PMA). The Contractor shall assume responsibility for all property assigned to the Contractor's PMA in accordance with Section I.

H.14 PERFORMANCE OF WORK AND SAFETY PROVISIONS ON GOVERNMENT PREMISES (APR 2003)

(a) Any work under this contract which is performed by the contractor or any of its subcontractors on premises that are under direct control of the Government, is subject to the following provisions:

(1) Performance of work on Government premises shall be confined to the area(s) specified by the CO or designee. In performance of this work, the contractor shall:

(a) conform to all safety rules and requirements as in effect during the term of the contract; and

(b) take such additional precautions as the contracting officer may reasonably require for safety and accident prevention purposes.

(2) The contractor shall designate to the CO or designee, in writing, an on-the-premises representative to serve as point of contact.

(3) Any violation of applicable safety rules and requirements shall be promptly corrected as directed by the CO.

H.15 CONTRACTOR RESPONSIBILITY (DEC 1998)

The Contractor shall without additional expense to the Government, be responsible for all damage to persons or property that occur as a result of its fault or negligence in connection with the prosecution of the work, and shall be responsible for the proper care and protection of the work performed. Breakage or loss of office equipment or other property including that of a Government employee, which may occur in or about the building as a result of a fault or negligence in the Contractor's operations or fault or negligence in the actions of the Contractor's agent, subcontractors or its employees shall be made good by the Contractor at its own expense.

H.16 SALES TAX EXEMPTION (DEC 1998)

(a) The Volpe National Transportation Systems Center, as part of the Department of Transportation, an agency of the United States is an exempt purchaser. Accordingly, all purchases of personal property by this organization are exempt from state and local taxation.

(b) The Contractor will be provided with Tax Exemption certificates for the purpose of obtaining an exemption from state sales tax for supplies purchased under this procurement (see each individual Task Order). Notwithstanding the terms of the Federal, State, and Local taxes clause, if the Tax Exempt Certificate is not honored by the state, the Contractor shall state separately on its invoices the amount of state sales tax, and the Government agrees to either pay the amount of the tax to the Contractor or, where the amount of the tax exceeds \$250.00, to provide evidence necessary to sustain the exemption.

H.19 ACCOUNTING SYSTEM (JULY 2008)

A Prime contractor **is ineligible** to receive a Cost-Plus-Fixed-Fee task order unless it has an accounting system approved by a Federal Government agency. Also, **consent will not be given** for a Cost-Plus-Fixed-Fee subcontract unless that particular subcontractor has an accounting system approved by a Federal Government agency.

H.20 CONSENT TO RELEASE GOVERNMENT-ORDERED ITEMS (JAN 2004)

The contractor shall neither publish nor disclose in any manner without the written consent of the Contracting Officer the following items that may be ordered through the contract: materials, patterns, designs, sketches, drawings, and plans.

H.21 WAGE RATES AND FRINGE BENEFITS (JUN 2007)

The Contractor shall pay as a minimum to all employees the David-Bacon wage rates and fringe benefits as set forth in each Task Order. A separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

After contract award, if the contract wage determination does not contain a class of workers that is needed to complete the construction, a contractor shall submit to the contracting officer a request for the addition of the needed classification(s) of laborers or mechanics not listed in the wage determination, together with proposed wage rates and fringe benefits conformable to the wage determination.

The Contracting Officer requires that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. **An additional classification action, even if undisputed, is not valid unless the Department of Labor has approved it. If a dispute exists, the matter must be referred to the Wage and Hour Division for resolution, together with the views of all interested parties and the recommendation of the contracting officer.** Approval of the additional classification and the proposed wage rate and fringe benefits requires that the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by any classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
- (4) There is evidence of agreement on the classification and proposed wage rate among the parties involved, or the views of those involved -- the contractor(s), employees (if known) or their representative, and the contracting officer/agency -- are forwarded for consideration to the Wage and Hour Division; and
- (5) The request does not involve wage rates for apprentices or trainees.

All conformance notices should be responded to in writing within 30 days of receipt. These responses either approve or deny the request or inform the submitting agency that additional time will be required. Failure to receive a response does not constitute approval. If a response is not received, the Wage and Hour Division should be contacted directly. Every conformance request is analyzed to verify that the criteria for approval are met.

Any interested person requesting reconsideration of a conformance should present their request in writing accompanied by supporting data or other pertinent information to the Wage and Hour Division. The Wage and Hour Division should respond within 30 days or notify the requester within this time frame that additional time is needed.

If reconsideration of a conformance action has been sought and denied, an appeal for review may be filed with the Administrative Review Board.

SECTION I - CONTRACT CLAUSES

I.1 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

<http://www.dot.gov/ost/m60/tamtar>
<http://farsite.hill.af.mil/vffar.htm>
<http://www.arnet.gov/far>

NUMBER	TITLE	DATE
52.202-1	DEFINITIONS.	JUL 2004
52.203-3	GRATUITIES.	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES.	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT.	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES.	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY.	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS.	SEP 2007
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	DEC 2007
52.204-2	SECURITY REQUIREMENTS.	AUG 1996
52.204-4	PRINTING OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.204-7	CENTRAL CONTRACTOR REGISTRATION	APR 2008
52.209-6	PROTECTING THE GOVERNMENTS INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT.	SEP 2006
52.211-10	COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK.	APR 1984
52.211-13	TIME EXTENSIONS	SEP 2000
52.215-2	AUDIT AND RECORDS - NEGOTIATION.	JUN 1999
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT.	OCT 1997
52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA MODIFICATIONS.	OCT 1997
52.215-13	SUBCONTRACTOR COST OR PRICING DATA MODIFICATIONS.	OCT 1997
52.215-14	INTEGRITY OF UNIT PRICES.	OCT 1997
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS.	OCT 2004
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS.	OCT 1997
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA—MODIFICATIONS	OCT 1997

NUMBER	TITLE	DATE
52.216-7	ALLOWABLE COST AND PAYMENT.	DEC 2002
52.216-8	FIXED FEE.	MAR 1997
52.216-18	ORDERING THE BLANK(S) ARE COMPLETED AS FOLLOWS: (A) FROM THE DATE OF CONTRACT AWARD THROUGH FIVE YEARS	OCT 1995
52.216-19	ORDER LIMITATIONS THE BLANK(S) ARE COMPLETED AS FOLLOWS: A) \$2,500 B1) \$5,000,000.00 B2) \$5,000,000.00 B3) 30 CALENDER DAYS D) 3 DAYS	OCT 1995
52.216-22	INDEFINITE QUANTITY FOR THE PURPOSE OF THIS CLAUSE THE BLANK(S) ARE COMPLETED AS FOLLOWS:(D) CONTRACTOR SHALL NOT BE REQUIRED TO MAKE ANY DELIVERIES UNDER THIS CONTRACT <u>AFTER SIX YEARS FROM THE DATE THE CO SIGNS THE CONTRACT</u>	OCT1995
52.217-7	OPTION FOR INCREASED QUANTITY-SEPARATELY PRICED LINE ITEM THE BLANK(S) ARE COMPLETED AS FOLLOWS: 5 CALENDER DAYS	MAY 1989
52.217-8	OPTION TO EXTEND SERVICES	NOV 1999
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS.	MAY 2004
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	APR 2008
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN ALTERNATE II	OCT 2001
52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC 1996
52.219-25	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM— DISADVANTAGED STATUS AND REPORTING	APR 2008
52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION	JUN 2007
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997
52.222-2	PAYMENT FOR OVERTIME PREMIUMS FOR THE PURPOSE OF THIS CLAUSE THE BLANK IS COMPLETED AS FOLLOWS: (A) ZERO	JUL 1990
52.222-3	CONVICT LABOR.	JUN 2003
52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS—OVERTIME COMPENSATION	JUL 2005
52.222-5	DAVIS-BACON ACT—SECONDARY SITE OF THE WORK	JUL 2005
52.222-6	DAVIS-BACON ACT	JUL 2005
52.222-7	WITHHOLDING OF FUNDS	FEB 1988
52.222-8	PAYROLLS AND BASIC RECORDS	FEB 1988
52.222-9	APPRENTICES AND TRAINEES	JULY 2005
52.222-10	COMPLIANCE WITH COPELAND ACT REQUIREMENTS	FEB 1988
52.222-11	SUBCONTRACTS (LABOR STANDARDS)	JUL 2005
52.222-12	CONTRACT TERMINATION – DEBARMENT	FEB 1988

NUMBER	TITLE	DATE
52.222-13	COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS	FEB 1988
52.222-14	DISPUTES CONCERNING LABOR STANDARDS	FEB 1988
52.222-15	CERTIFICATION OF ELIGIBILITY	FEB 1988
52.222-16	APPROVAL OF WAGE RATES	FEB 1988
2.222-19	SMALL DISADVANTAGED BUSINESS STATUS	OCT 1999
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY.	MAR 2007
52.222-27	AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION	FEB 1999
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2006
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES.	JUN 1998
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2006
52.222-39	NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES	DEC 2004
52.222-41	SERVICE CONTRACT ACT OF 1965.	NOV 2007
52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT—PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)	Nov 2006
52.222-46	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES.	FEB 1993
52.222-49	SERVICE CONTRACT ACT—PLACE OF PERFORMANCE UNKNOWN.	MAY 1989
52.222-50	COMBATING TRAFFICKING IN PERSONS	AUG 2007
52.223-2	AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS	DEC 2007
52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA. ALTERNATE I (JUL 1995)	JAN 1997
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	AUG 2003
52.223-6	DRUG-FREE WORKPLACE.	MAY 2001
52.223-9	ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED PRODUCTS	MAY 2008
52.223-10	WASTE REDUCTION PROGRAM	AUG 2000
52.223-13	CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING.	AUG 2003
52.223-14	TOXIC CHEMICAL RELEASE REPORTING.	AUG 2003
52.223-15	ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS	DEC 2007
52.223-17	AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS	MAY 2008
52.224-1	PRIVACY ACT NOTIFICATION.	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.225-1	BUY AMERICAN ACT - SUPPLIES	JUNE 2003
52.225-11	BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM--CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS.	AUG 2007
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES.	JUN 2008
52.227-1	AUTHORIZATION AND CONSENT.	DEC 2007

NUMBER	TITLE	DATE
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT.	DEC 2007
52.227-3	PATENT INDEMNITY.	APR 1984
52.227-4	PATENT INDEMNITY – CONSTRUCTION CONTRACTS	DEC 2007
52.227-14	RIGHTS IN DATA – GENERAL	DEC 2007
52.227-19	COMMERCIAL COMPUTER SOFTWARE – LICENSE	DEC 2007
52.228-1	BID GUARANTEE (C) 1% OR \$2,500.00	SEPT 1996
52.228-2	ADDITIONAL BOND SECURITY	OCT 1997
52.228-5	INSURANCE—WORK ON A GOVERNMENT INSTALLATION.	JAN 1997
52.228-7	INSURANCE—LIABILITY TO THIRD PERSONS	MAR 1996
52.228-13	PERFORMANCE AND PAYMENT BONDS—OTHER THAN CONSTRUCTION	NOV 2006
52.228-14	IRREVOCABLE LETTER OF CREDIT	DEC 1999
52.228-15	PERFORMANCE AND PAYMENT BONDS-CONSTRUCTION	NOV 2006
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR 2003
52.230-2	COST ACCOUNTING STANDARDS	APR 1998
52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES.	APR 1998
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	MAR 2008
52.232-1	PAYMENTS	APR 1984
52.232-5	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS	SEPT 2002
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB 2002
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR 1984
52.232-11	EXTRAS	APR 1984
52.228-16	PERSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS	Nov 2006
52.232-17	INTEREST.	JUN 1996
52.232-18	AVAILABILITY OF FUNDS.	APR 1984
52.232-20	LIMITATION OF COST. “TASK ORDER” IS TO BE SUBSTITUTED FOR “SCHEDULE” WHENEVER WORD APPEARS IN THE CLAUSE	APR 1984
52.232-22	LIMITATION OF FUNDS. “TASK ORDER” IS TO BE SUBSTITUTED FOR “SCHEDULE” WHENEVER THAT WORD APPEARS IN THE CLAUSE	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS.	JAN 1986
52.232-25	PROMPT PAYMENT.	OCT 2003
52.232-25	PROMPT PAYMENT. ALT I	FEB 2002
52.232-27	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS	SEPT 2005
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER --CENTRAL CONTRACTOR REGISTRATION	OCT 2003
52.233-1	DISPUTES. (ALTERNATE I) (DEC 1991)	JUL 2002
52.233-3	PROTEST AFTER AWARD.	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM.	OCT 2004
52.236-1	PERFORMANCE OF WORK BY THE CONTRACTOR: FOR THE PURPOSE OF THIS CLAUSE THE BLANK(S) ARE COMPLETED AS FOLLOWS: 15 PERCENT	APR 1984
52.236-2	DIFFERING SITE CONDITIONS	APR 1984
52.236-3	SITE INVESTIGATIONS & CONDITIONS AFFECTING THE WORK.	APR 1984

NUMBER	TITLE	DATE
52.236-5	MATERIAL AND WORKMANSHIP	APR 1984
52.236-6	SUPERINTENDENCE BY THE CONTRACTOR	APR 1984
52.236-7	PERMITS AND RESPONSIBILITIES	NOV 1991
52.236-8	OTHER CONTRACTS	APR 1984
52.236-9	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS	APR 1984
52.236-10	OPERATIONS AND STORAGE AREAS	APR 1984
52.236-11	USE AND POSSESSION PRIOR TO COMPLETION	APR 1984
52.236-12	CLEANING UP	APR 1984
52.236-13	ACCIDENT PREVENTION ALTERNATE I (NOV 1991)	NOV 1991
52.236-14	AVAILABILITY AND USE OF UTILITY SERVICES.	APR 1984
52.236-17	LAYOUT OF WORK	APR 1984
52.236-18	WORK OVERSIGHT IN COST-REIMBURSEMENT CONSTRUCTION CONTRACTS	APR 1984
52.236-19	ORGANIZATION AND DIRECTION OF THE WORK	APR 1984
52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION	FEB 1997
52.236-26	PRECONSTRUCTION CONFERENCE	FEB 1995
52.237-1	SITE VISIT	APR 1984
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION.	APR 1984
52.237-10	IDENTIFICATION OF UNCOMPENSATED OVERTIME	OCT 1997
52.239-1	PRIVACY OR SECURITY SAFEGUARDS.	AUG 1996
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS.	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS.	MAY 2001
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS.	JAN 1997
52.242-13	BANKRUPTCY.	JUL 1995
52.243-1	CHANGES—FIXED PRICE	AUG 1987
52.243-1	CHANGES – FIXED PRICE: ALTERNATE II (APR 1984)	AUG 1987
52.243-2	CHANGES - COST-REIMBURSEMENT.	AUG 1987
52.243-2	CHANGES - COST-REIMBURSEMENT: ALTERNATE II (APR 1984)	AUG 1987
52.243-4	CHANGES	JUNE 2007
52.243-5	CHANGES AND CHANGED CONDITIONS	APR 1984
52.243-7	NOTIFICATION OF CHANGES SUBCONTRACTS	APR 1984
52.244-2	SUBCONTRACTS (ALTERNATE I) D) NEW SUBCONTRACTORS NOT APPROVED AT THE TIME OF AWARD	JUN 2007
52.244-5	COMPETITION IN SUBCONTRACTING.	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	MAR 2007
52.245-1	GOVERNMENT PROPERTY.	JUNE 2007
52.245-2	GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES.	JUNE 2007
52.245-9	USE AND CHARGES	JUNE 2007
52.246-12	INSPECTION OF CONSTRUCTION	AUG 1996
52.246-13	INSPECTION—DISMANTLING, DEMOLITION, OR REMOVAL OF IMPROVEMENTS	AUG 1996
52.246-25	LIMITATION OF LIABILITY--SERVICES.	FEB 1997
52.247-49	DESTINATION UNKNOWN	APR 1984

NUMBER	TITLE	DATE
52.247-50	NO EVALUATION OF TRANSPORTATION COSTS	APR 1984
52.247-52	CLEARANCE AND DOCUMENTATION REQUIREMENTS—SHIPMENTS TO DoD AIR OR WATER TERMINAL TRANSSHIPMENT POINTS	FEB 2006
52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS.	JUNE 2003
52.248-1	VALUE ENGINEERING	FEB 2000
52.248-3	VALUE ENGINEERING – CONSTRUCTION	SEPT 2006
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT -FIXED PRICE: ALTERNATE I (SEPT 1996)	MAY 2004
52.249-3	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (DISMANTLING, DEMOLITION, OR REMOVAL OF IMPROVEMENTS)	MAY 2004
52.249-4	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT(SERVICES) (SHORT FORM)	APR 1984
52.249-6	TERMINATION (COST-REIMBURSEMENT): ALTERNATE I (SEPT 1996)	MAY 2004
52.249-8	DEFAULT (FIXED PRICE-SUPPLY AND SERVICE)	APR 1984
52.249-10	DEFAULT (FIXED PRICE CONSTRUCTION): ALTERNATE I (APR 1984)	APR 1984
52.249-14	EXCUSABLE DELAYS	APR 1984
52.251-1	GOVERNMENT SUPPLY SOURCES	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

I.2 II. TRANSPORTATION ACQUISITION REGULATION (48 CFR CHAPTER 12)

NUMBER	TITLE	DATE
1252.223-70	REMOVAL OR DISPOSAL OF HAZARDOUS SUBSTANCES - APPLICABLE LICENSES AND PERMITS	DEC 1997
1252.223-71	ACCIDENT AND FIRE REPORTING.	APR 2005
1252.223-73	SEAT BELT USE POLICIES AND PROGRAMS	APR 2005
1252.237-70	QUALIFICATIONS OF CONTRACTOR EMPLOYEES.	APR 2005
1252.239-70	SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES	APR 2005
1252.242-72	DISSEMINATION OF CONTRACT INFORMATION.	OCT 1994
1252.245-70	GOVERNMENT PROPERTY REPORTS.	OCT 1994

I.3 1252.237-73 KEY PERSONNEL (APR 2005)

(a) The personnel as specified below are considered essential to the work being performed under this contract and may, with the consent of the contracting parties, be changed from time to time during the course of the contract by adding or deleting personnel, as appropriate.

(b) Before removing, replacing, or diverting any of the specified individuals, the Contractor shall notify the contracting officer, in writing, before the change becomes effective. The Contractor shall submit information to support the proposed action to enable the contracting officer to

evaluate the potential impact of the change on the contract. The Contractor shall not remove or replace personnel under this contract until the Contracting Officer approves the change.

The Key Personnel under this Contract are:

- Program Manager
- Each task order may designate additional key personnel.

I.4 52.204-1 APPROVAL OF CONTRACT. (DEC 1989)

This contract is subject to the written approval of the Chief of the Acquisition Division, RVP-31, and shall not be binding until so approved.

I.5 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

I.6 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of [5 U.S.C. 5341](#) or [5332](#).

*This Statement is for Information Only:
It is not a Wage Determination
Competed on a Task Order Basis*

Employee Class	Monetary Wage—Fringe Benefits
_____	_____
_____	_____
_____	_____
_____	_____

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (MAR 2007)

(a) *Definitions.* As used in this clause—

“Commercial item” has the meaning contained in Federal Acquisition Regulation [2.101](#), Definitions.

“Subcontract” includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) [52.219-8](#), Utilization of Small Business Concerns (May 2004) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(ii) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).

(iii) [52.222-35](#), Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) ([38 U.S.C. 4212\(a\)](#));

(iv) [52.222-36](#), Affirmative Action for Workers with Disabilities (June 1998) ([29 U.S.C. 793](#)).

(v) [52.222-39](#), Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201). Flow down as required in accordance with paragraph (g) of FAR clause [52.222-39](#)).

(vi) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. App. 1241](#) and [10 U.S.C. 2631](#)) (flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#)).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

SECTION J - LIST OF ATTACHMENTS

<u>Attachment</u>	<u>Description</u>	<u>Pages</u>
J.1	Performance Bond Form	2
J.2	Payment Bond Form	2
J.3	Responses to Questions Submitted Under RFP DTRT57-09-R-20002	16

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS

K.1 FAR 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 562910

(2) The small business size standard is 500 employees

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at [52.204-7](#), Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at [52.204-7](#) is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (c) applies.

☐ (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR CLAUSE #	TITLE	DATE	CHANGE

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

L.1 52.252-1 PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these addresses:

<http://www.dot.gov/ost/m60/tamtar>
<http://farsite.hill.af.mil/vffara.htm>
<http://www.arnet.gov/far>

L.1.1 FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) SOLICITATION PROVISIONS

NUMBER	TITLE	DATE
52.215-1	Instructions to Offerors - Competitive Acquisition	JAN 2004
52.215-16	Capital Facilities Cost of Money	JUN 2003
52.216-27	Single or Multiple Awards	OCT 1995
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.222-46	Evaluation of Compensation for Professional Employees	FEB 1993
52.225-12	Notice of Buy American Act Requirement - Construction Materials Under the Trade Agreements	

L.1.2 FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) – FULL TEXT PROVISIONS

52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997) ALTERNATE IV (OCT 1997)

Submission of cost or pricing data is not required.

Provide information described below:

See Price and Business Proposal Instructions.

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of an indefinite-delivery/indefinite-quantity contract with task orders to be issued on a Cost-Plus-Fixed-Fee, (both term and completion), and Firm-Fixed-Price basis resulting from this solicitation.

52.225-12 NOTICE OF BUY AMERICAN ACT REQUIREMENT - CONSTRUCTION MATERIALS UNDER THE TRADE AGREEMENTS (JAN 2005)

(a) *Definitions.* “Construction material,” “designated country construction material,” “domestic construction material,” and “foreign construction material,” as used in this provision, are defined in the clause of this solicitation entitled “Buy American Act—Construction Materials Under Trade Agreements” (Federal Acquisition Regulation (FAR) clause [52.225-11](#)).

(b) *Requests for determination of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause [52.225-11](#) in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers.

(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction materials, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(4)(i) of FAR clause [52.225-11](#).

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers.

(1) When an offer includes foreign construction material, other than designated country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause [52.225-11](#), the offeror also may submit an alternate offer based on use of equivalent domestic or designated country construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate [Standard Form 1442](#) for the alternate offer, and a separate price comparison table prepared in accordance with

paragraphs (c) and (d) of FAR clause [52.225-11](#) for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause [52.225-11](#) does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or designated country construction material, and the offeror shall be required to furnish such domestic or designated country construction material. An offer based on use of the foreign construction material for which an exception was requested—

- (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or
- (ii) May be accepted if revised during negotiations.

52.233-2 SERVICE OF PROTEST (SEPT 2006)

(a) Protests, as defined in Section 31.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the CO (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

U.S. Department of Transportation
 RITA/Volpe National Transportation Systems Center
 Attn: Orin D. Cook, RVP-31
 55 Broadway
 Cambridge, MA 02142-1093

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.2 GENERAL INFORMATION

L.2.A PROPOSAL IDENTIFICATION

For ease of reference, that part of an Offeror's submission covering factors other than price; Past Performance, Staffing, and Technical Understanding and Management Approach, will be referred to in this Request for Proposal (RFP) as the "Technical Proposal."

L.2.B AWARD WITHOUT DISCUSSIONS

The Government intends to evaluate cost/price proposals and award contracts based on the initial offer in accordance with FAR 52.215-1(f)(4). It is particularly important that each Offeror be fully responsive in providing its best offer initially since there may be no opportunity to revise proposals at a later date.

Offerors' initial proposals shall be reviewed to determine whether they satisfy the formal requirements of the solicitation. Those proposals determined by the Government to be so grossly and obviously deficient as to be unacceptable on their face may be eliminated from further consideration before the initial evaluation.

Failure of Offerors to respond to or follow the instructions regarding the organization and content of the proposal volumes may result in the entire offer being eliminated before initial evaluation.

An incomplete or deficient price proposal will impede the CO from performing a cost/price analysis to determine probable price to the Government and reasonableness of proposed costs/prices. If an Offeror's initial Price and Business Proposal is deficient or ambiguous, or if proposed costs/prices are not supported or do not track to the supporting data required by the price exhibit, to the extent that a meaningful Government analysis cannot be performed, the offer may be excluded from evaluation.

L.2.C AWARD EXCLUSION

Contractors may not act as both a Prime contractor and a subcontractor under the contracts to be awarded under this solicitation. Proposals involving such teaming arrangements will be excluded from consideration.

L.2.D CONSISTENCY BETWEEN TECHNICAL AND PRICE AND BUSINESS PROPOSALS

Offerors are required to demonstrate consistency between the labor and other prices shown in the Price and Business Proposal and the labor and other resources included and evaluated in the Technical Proposal.

The labor rates shown on Schedule 5 and used to price the labor must be similar to the labor rates for persons whose resumes are submitted.

L.2.E EVALUATED RESOURCE LEVEL

The Government's estimated requirements are for a duration of five years. The level of effort of 13,100 hours represents about one year of the five year requirement (Schedule 5). For evaluation purposes, Offerors are required to price out their best estimate as shown on the schedules and tables provided for the resources required to perform several task orders over a one year period. Offerors are cautioned, however, that since the Government contemplates award of two or more IDIQ contracts under this solicitation, the amount of business that any one contractor will receive is not certain. Based on the Volpe Center's experience in administering groups of contracts awarded under multiple award programs, it is unlikely that a single contractor will receive task order awards approaching the contract maximum.

L.2.F INQUIRIES

Any inquiries or correspondence pertaining to the Request for Proposal (RFP) must be received in writing (mailed or e-mail) not later than 14 calendar days after issuance of this RFP. Address all written inquiries to:

U.S. Department of Transportation
 RITA/Volpe National Transportation Systems Center
 Attn: Darren F Shaffer, RVP-31
 55 Broadway
 Cambridge, MA 02142-1001

The envelope must reference the solicitation number and the mail code RVP-31. Questions may also be submitted by e-mail to Darren F. Shaffer, darren.shaffer@dot.gov by fax at (617) 494-3433. Any questions received after this date will be answered only if determined by the Contracting Officer to be in the best interest of the Government. **NO ORAL INQUIRIES WILL BE ANSWERED.** No question of any nature or form is to be directed to technical personnel. Any additions, deletions, or changes to this solicitation will be made by amendment to the RFP. Each amendment will be identified by number and receipt thereof will be acknowledged by each Offeror in its Offer. Consistent with the dissemination of the RFP, any amendment will be posted on the Volpe Center Acquisition Division Internet Home Page (<http://www.volpe.dot.gov/procure/index.html>) and no paper copies will be mailed to prospective Offerors.

L.2.G PRICE AND BUSINESS PROPOSAL REVIEW

The Government may at its sole discretion utilize a contractor to assist in the review of Price and Business Proposals. Contractors reviewing proposals and supporting documentation are required to safeguard all proprietary data, complete non-disclosure statements, and complete conflict of interest statements.

L.2.H BONDING REQUIREMENTS AND BID GUARANTEE

Offerors shall submit a letter with their proposal in the Price and Business Volume from their surety stating their bonding capability is a minimum of \$5,000,000. Performance and Payment Bonds will be required after contract award (see paragraph H.11).

L.3 GENERAL INSTRUCTIONS FOR TECHNICAL AND PRICE AND BUSINESS PROPOSALS PREPARATION

L.3.A SOLICITATION MAILING INSTRUCTIONS

To facilitate proper handling of the offer or amendment thereof, it is imperative that the outermost envelope/package that contains the offer/amendment be addressed in the format presented in the “Issued by” Block on page 1 of this solicitation. Packages must be clearly

labeled with the solicitation number and with a statement that the contents are “Proposal Data - To Be Opened By Addressee Only.” Failure to comply with these instructions will not be a basis for excusable delay for misdirected offer/bid packages.

L.3.B PROPOSAL PRESENTATION

Offerors are required to submit their proposals in two separate volumes as follows:

Volume I - Price and Business Proposal

The Price and Business Proposal must consist of the attached Standard Form 33, solicitation documents, pricing information, and Business Proposal documents.

Volume II - Technical Proposal

This volume must include information regarding Past Performance, Staffing, and Technical Understanding and Management Approach.

Each volume should be complete in itself so that evaluation of each part may be accomplished concurrently and evaluation of the non-price factors may be made strictly on the basis of technical merit.

L.3.C COPIES

You must submit four (4) copies of the Price and Business Proposal (Volume I) and six (6) copies of the Technical Proposal (Volumes II). Offerors should ensure that their subcontractors also submit the required number of copies even if the subcontractor sends its proprietary proposal data directly to the Government.

L.3.D PROPOSAL FORMAT

1. Introductions and Purpose

This section specifies the format, which Offerors shall use in their proposals. The intent is to ensure a certain degree of uniformity in the format of the responses to facilitate evaluation.

2. Text

The Offeror's written Technical Proposal shall be prepared on standard 8.5 x 11-inch pages in portrait orientation. The proposal pages shall be numbered and printed double sided. Each page must have a one-inch margin at the top, the bottom, and on each side. Page numbers, notations of proprietary information, and any other identifying information printed on each page are excluded from the margin requirement. Print must be spaced at 6 lines per inch. Text font must be no smaller than 12 point; however, text included on figures, charts, and/or matrices may be reduced to 8 point. Offerors may use proportional fonts provided the Government's requirement for the proposal to be readable is met and smaller type is not used to circumvent the proposal page

limitations. Should the Offerors require fold-out pages, one fold-out page shall not exceed either 8.5 inches by 22 inches or 17 inches by 11 inches, which when folded in half will be no larger than 8.5 inches x 11 inches. The foldout will count as two pages.

The above restrictions do not apply to the Price/business proposal.

3. Page Limits

The maximum number of pages that may be submitted for the Technical, and Price and Business Proposals are as follows:

Volume I - Price and Business Proposal - No Limit

Volumes II - Technical Proposal (See Instructions for Technical Proposal in L.5 below for specific limitations and format restrictions)

4. Binding

The volumes must be loose leaf and in binders which can be easily opened and closed.

5. Cover

The cover, which shall not count against the page limitation of the proposal of each volume, shall indicate the following:

- a. Title of proposal
- b. Volume number and title
- c. RFP number
- d. Name and address of the Offeror
- e. Copy number

6. Title Page

The title page, which shall not count against the page limitation of the proposal of each volume, shall include the following:

- a. Title of proposal
- b. Volume number and title
- c. REP number
- d. Name, address, and telephone number of the Offeror
- e. Authorized signatures (The title page for each volume shall be signed by an official authorized to bind the Offeror.)
- f. Index

L.4 INSTRUCTIONS FOR PRICE AND BUSINESS PROPOSAL

L.4.A INTRODUCTION

It is the Offeror's responsibility to provide sufficient, meaningful information and clear, detailed supporting documentation so that the Government can complete its evaluation of the proposal (including any subcontractors) and accomplish the objectives stated below without additional correspondence or communication with the Offeror.

The Government intends to make award based on initial offers without discussions. Consequently, the Offeror is advised that failure to provide the required schedules and supporting documentation may result in the rejection of its offer.

For evaluation purposes, Offerors are required to propose estimated prices using the hours or quantities provided. Hours should be apportioned between the Prime and its Subcontractors. Although the period of contract performance is five years, only the first year is to be priced out. For proposal purposes, offers shall assume a contract award date of July 6, 2009.

L.4.B FORMAT

In addition to the requirements set forth in Section L.3, the Price and Business Proposal shall be submitted in three sections as follows:

- Section I Solicitation Documents
- Section II Information Other Than Cost and Pricing Data
- Section III Business Proposal

L.4.C SECTION I SOLICITATION DOCUMENTS

In this section, Offerors shall submit a completed and signed SF 33 (page 1 of the solicitation), including acknowledgment of any amendments; and Representation, Certifications, and Other Statements of Offerors (Section K of the solicitation).

L.4.D SECTION II- INFORMATION OTHER THAN COST AND PRICING DATA

The Offeror shall submit a signed Proposal Cover Sheet (Schedule 1) and information other than cost and pricing data as below set forth. Summary and supporting data shall be placed on the Proposal Cover Sheet and Schedules 2 and 3.

All costs, rates, factors, assumptions, and calculations must be shown and supporting rationale and documentation included.

Direct Labor

Provide the proposed unloaded hourly labor rates for the identified labor categories in Schedule 5. Show calculations used to compute the proposed direct labor rates. Provide the basis and rationale for the labor rates proposed; for example, company-wide bidding rates, current salary

data for named individuals, survey data, Service Contract wage rates, or anticipated new-hires, etc. For those rates not based on Service Contract, show how company categories are mapped to the RFP categories.

Current labor and salary data except Davis Bacon Wage Rates should be escalated to the performance period.

Uncompensated Overtime

See Section G.14 - COST ACCOUNTING SYSTEMS. All Offerors should state clearly whether or not uncompensated overtime is included in the proposal. If uncompensated overtime is used in this proposal, the Offeror must have an accounting system to record all hours worked. Show how it is incorporated into the proposal and its cost impact. Provide an explanation of your cost accounting treatment of uncompensated overtime and a copy of your policy.

Offerors cannot propose uncompensated overtime at the task order level if uncompensated overtime is not proposed for the Master contract. If uncompensated overtime is proposed at the task order level, Offerors will be required to provide uncompensated overtime hours during performance.

Uncompensated overtime will be evaluated in accordance with FAR 52.237-10.

Compensation for Professional Employees

FAR 52.222-46 - Evaluation of Compensation for Professional Employees (FEB 1993) is incorporated in Section I. Offerors must provide the information on compensation and fringe benefits required by the clause for evaluation by the Government.

Administrative Labor

The Administrative Staff hours must be estimated by each Offeror and subcontractor because different accounting practices will impact the hours required. The types of labor activities and the rationale for the estimate must be included. Administrative labor that is not described and priced out will not be billable during performance without prior CO approval.

The following labor functions are not included in the Government's level-of-effort, and the Offeror should ensure that estimates for these activities are included in its proposal if direct recovery is anticipated: contract administration, subcontract administration, clerical and secretarial activity, work status reporting, financial reporting, and project reporting.

Labor Escalation

Current labor and salary data except Davis Bacon Wage Rates should be escalated to the performance period.

Bid and Proposal Costs

Bid and proposal costs for task order proposal preparation will not be reimbursed as direct costs. (See Section G.14 - COST ACCOUNTING SYSTEMS).

Other Direct Costs (ODCs)

There are two types of ODCs: (1) RFP-stipulated ODCs - those costs common to all Offerors which result from Government direction and which may not now be estimated, and (2) Offeror-estimated ODCs - those costs which vary from Offeror to Offeror and result from different accounting practices.

RFP-stipulated ODCs: Offerors should include the amounts shown in the following table. The travel and equipment amounts should be retained by the Prime. Both costs should be burdened in accordance with established practice as shown on the completed Schedule 6.

	ODCs	Travel	Equipment
Cost-Plus-Fixed-Fee	\$60,000.00	\$20,000.00	\$20,000.00
Firm-Fixed-Price	\$60,000.00	\$20,000.00	\$20,000.00

Offeror-estimated ODCs: Offerors should identify, and estimate amounts for, any additional ODCs which are anticipated to support the proposed effort. ODCs not identified and priced in the Offeror's proposal will not be billable during performance without prior CO approval. (See Section G.14 - COST ACCOUNTING SYSTEMS).

Indirect Rates

The Government expects that the preponderance of work will take place at Government facilities, but some task orders will be performed at a Offeror's facility. For pricing proposal purposes, only the contractor-site overhead rate shall be used. Offerors must disclose and explain the development and calculation of a Government-site rate.

Offerors are required to provide a schedule of their indirect rates and explain the allocation bases on Schedule 6. Include all rates that the Offeror maintains in its accounting records that may be used during performance of this contract. Disregard those rates that the contractor does not maintain and use continuation sheets for additional rates whenever necessary.

Identify indirect rates that a Government audit agency has approved for forward pricing. If not approved, state the basis of the proposed rate (e.g., previous year's actuals, current fiscal year-to-date, business plan, etc.). Provide historical rate information, rationale, and other factors used to develop the proposed indirect rates used to cost the proposal. Also, provide actual expense pool amounts, allocation bases, and rates which have been submitted to the Defense Contract Audit Agency (DCAA) (or other cognizant Government audit agency) in your overhead rate proposal for establishing final indirect rates.

Cost ceilings may be required under this contract for the Prime or one or more subcontractors. Offerors should review the situations described in FAR 42.707(b)(1) to determine whether or not

ceilings should be utilized and, when appropriate, propose ceilings.

Subcontracts

Subcontractors must submit a Price and Business Proposal in accordance with the Price and Business Proposal instructions in this section. All subcontractors must follow the same proposal instructions as the Prime except where noted. Regardless of dollar value, subcontract proposals must be adequately documented to facilitate an evaluation of proposed costs.

The guidance in FAR Part 16 should be followed. For example, those Offerors contemplating time-and-material or labor-hour subcontracts shall follow the procedures specified in FAR Subpart 16.6. The proposal should include a description of the billing rate composition.

Fixed Fee and Profit

The individual cost elements percentages used in both competitive and non-competitive task order proposal preparation during performance may be less than, but may not exceed, the percentages shown in Schedule 4. Those percentages must be used to develop fixed fee, and profit amounts in Schedules 2, and 3. (See Paragraph H.9 - MAXIMUM FEE/PROFIT).

The Government considers fee and profit a function of competition, but may utilize the weighted guidelines method in TAM 1215.404-4, Appendix A, DOT Structured Approach for Profit and Fee Objective to evaluate them for reasonableness.

<http://www.dot.gov/ost/m60/earl/tamcomplete.htm#appen15a>

The Offeror's Price and Business Proposal should contain adequate data and rationale for any consideration it wants included for Contract Risk and Special Factors.

Accounting System

Offerors are ineligible to receive cost-type task orders until their accounting system has been approved by the cognizant audit agency, usually the Defense Contract Audit Agency (DCAA). Further, the Volpe Center cannot approve a cost-type subcontract to a proposed subcontractor which does not have an approved accounting system. As the Government intends to make award without discussions, an Offeror must know the status of its subcontractors' accounting systems approvals and indicate how it will accommodate the inclusion of a subcontractor that does not have an approved accounting system without involvement of the Volpe Center.

On Schedule 1, indicate whether the Offeror's (i.e., the Prime or the subcontractor) accounting system has been audited and determined acceptable, audited and determined not acceptable, or never audited. Identify the Government agency that audited the accounting system and provide evidence if determined acceptable.

If the Offeror's accounting system has been audited and not accepted, provide details such as date of audit; deficiencies identified; corrective steps taken since disapproval; and reasons why approval of the accounting system is now assured. An Offeror who fails to provide this information may be eliminated from consideration.

If the Offeror's accounting system has never been audited, the Offeror must explain its understanding of the characteristics of an acceptable accounting system for Government cost-type contracts, describe the accounting system employed, identify the software package used, and indicate any other steps the Offeror has taken to ensure that Government approval will occur. An Offeror who fails to provide this information may be eliminated from consideration.

Schedules

NOTE: Offerors may modify these schedules (font size, portrait or landscape orientation, etc.) provided the requested information is furnished in similar format.

<u>COST/ PRICE PROPOSAL CHECKLIST</u>
Solicitation Documents
Schedule 1: Proposal Cover Sheet
Schedule 2: Summary of Proposed Costs and Fixed Fee
Schedule 3: Summary of Proposed Costs and Profit
Schedule 4: Establishment of Maximum Factors and Calculation of Proposed Amounts for Fixed Fee and Profit
Schedule 5: Summary of Proposed Labor Cost
Schedule 6: Indirect Rates and Factors

NOTE: Offerors may modify the following schedules (font size, portrait or landscape orientation, etc.) provided all of the requested information is included and furnished in similar format.

SCHEDULE 1

PROPOSAL COVER SHEET				1. SOLICITATION/CONTRACT/MODIFICATION NUMBER			
2a. NAME OF OFFEROR				3a. NAME OF OFFEROR'S POINT OF CONTACT			
2b. FIRST LINE ADDRESS				3b. TITLE OF OFFEROR'S POINT OF CONTACT			
2c. STREET ADDRESS				3c. TELEPHONE			
				3d. FACSIMILE			
2d. CITY	2e. STATE	2f. ZIP		AREA CODE	NUMBER	AREA	NUMBER
4. TYPE OF CONTRACT OR SUBCONTRACT <i>(Check)</i> <input type="checkbox"/> FFP <input type="checkbox"/> CPFF <input type="checkbox"/> CPIF <input type="checkbox"/> CPAF <input type="checkbox"/> FPI OTHER				5. <input type="checkbox"/> PRIME OFFEROR <input type="checkbox"/> SUBCONTRACTOR _____ <div style="text-align: right;">PRIME OFFEROR'S NAME</div>			
6. ESTIMATED COST, FEE AND PROFIT INFORMATION							
A. ESTIMATED COST							
B. FIXED FEE							
C. PROFIT							
D. TOTAL PRICE							
7. PROVIDE THE FOLLOWING							
NAME OF COGNIZANT CONTRACT ADMINISTRATIVE AGENCY				NAME OF COGNIZANT GOVERNMENT AUDIT AGENCY			
STREET ADDRESS				STREET ADDRESS			
CITY	STATE	ZIP CODE		CITY	STATE	ZIP CODE	
TELEPHONE	AREA	NUMBER		PHONE	AREA	NUMBER	
FACSIMILE	AREA	NUMBER		FACSIMILE	AREA	NUMBER	
NAME OF CONTACT				NAME OF CONTACT			
PROPERTY SYSTEM <input type="checkbox"/> Reviewed by cognizant contract administrative agency and determined acceptable <input type="checkbox"/> Reviewed by cognizant contract administrative agency and determined not acceptable <input type="checkbox"/> Never reviewed				APPROX DATE OF			
				PURPOSE OF AUDIT (e.g. proposal review, establishment of billing rates, finalize indirect rates, etc.)			
				ACCOUNTING SYSTEM <input type="checkbox"/> Audited and determined acceptable; <input type="checkbox"/> Audited and determined not acceptable; <input type="checkbox"/> Never audited			
PURCHASING SYSTEM <input type="checkbox"/> Reviewed by cognizant contract administrative agency and determined acceptable; <input type="checkbox"/> Reviewed by cognizant contract administrative agency and determined not acceptable; <input type="checkbox"/> Never reviewed				OFFEROR'S FISCAL YEAR			
8a. NAME OF OFFEROR <i>(Typed)</i>				9. NAME OF FIRM			
8b. TITLE OF OFFEROR <i>(Typed)</i>							
10. SIGNATURE				11. DATE OF SUBMISSION			

Schedule 2 - SUMMARY OF PROPOSED COSTS AND FIXED FEE

Offeror or Subcontractor Name: _____

COST ELEMENT	RATE %	AMOUNT
Direct Labor (from Schedule 5)		\$
Fringe Benefits (if separate from overhead)	%	\$
Overhead	%	\$
Subcontracts:		
1.		\$
2.		\$
3.		\$
4.		\$
Total		\$
Subcontract Burden (if separate)	%	\$
Other Direct Costs (ODC):		
RFP Government Estimated ODC		\$60,000.00
RFP-Travel		\$20,000.00
RFP-Equipment		\$20,000.00
Materials		\$320,000.00
Laboratory Work		\$100,000.00
Offeror-Estimated ODC		
ODC Burden (if separate)	%	\$
SUBTOTAL		
G & A	%	\$
Cost of Money (COM)		\$
Total Costs and COM		\$
Fixed Fee (from Schedule 4)		\$
TOTAL PROPOSED COST AND FIXED FEE		\$

Schedule 3 - SUMMARY OF PROPOSED COSTS AND PROFIT

Offeror Name: _____

COST ELEMENT	RATE %	AMOUNT
Direct Labor (from Schedule 5)		\$
Fringe Benefits (if separate from Overhead)	%	\$
Overhead	%	\$
Subcontracts:		
1.		\$
2.		\$
3.		\$
4.		\$
Subcontract Burden (if separate)	%	\$
Other Direct Costs (ODC):		
RFP Government Estimated ODC		\$60,000.00
RFP-Travel		\$20,000.00
RFP-Equipment		\$20,000.00
Materials		\$320,000.00
Laboratory Work		\$100.00.00
Offeror-Estimated ODC		\$
ODC Burden (if separate)	%	\$
SUBTOTAL		
		\$
G&A	%	\$
Cost of Money (COM)		\$
Total Costs and COM		\$
Profit (from Schedule 4)		\$
TOTAL PROPOSED COST AND PROFIT		
		\$

**Schedule 4 - ESTABLISHMENT OF MAXIMUM FACTORS AND CALCULATION
OF PROPOSED AMOUNTS FOR FIXED FEE AND PROFIT**

Offeror Name: _____

Fixed Fee			
	Estimated Cost	Percentage	Fixed Fee Dollars
Subcontracts, Equipment, and Travel Cost (1)	\$	%	\$
All Other Costs from Schedule 2 (2)	\$	%	\$
TOTAL	\$		
TOTAL FIXED FEE DOLLARS (4)			\$

Profit			
	Estimated Cost	Percentage	Profit Dollars
Subcontracts, Equipment, and Travel Cost (1)	\$	%	\$
All Other Costs from Schedule 4 (2)	\$	%	\$
TOTAL	\$		
TOTAL PROFIT DOLLARS (3)			\$

(1) "Subcontracts, Equipment, and Travel Cost" should not include any Prime indirect burden.

(2) "All Other Costs" should include all remaining costs from Schedule 2 or 3 except cost of money if proposed.

(3) "Percentage" is the fee or profit percentage the Offeror uses to develop fixed fee, award fee, and profit. The percentages will be incorporated into Paragraph H.9 of a resultant contract and will be used to calculate maximum fixed fee, award fee, or profit that an Offeror may propose at the task order level. Offerors may always bid less than the calculated maximum.

(4) Fixed fee and profit on Schedules 2 and 3 should be calculated on the tables above.

Schedule 5 - SUMMARY OF PROPOSED LABOR COST

Offeror or Subcontractor Name: _____

Annual Labor				
Labor Category	Unit	Total	Rate	Amount
Program Manager	Hours	500		
Project Manger	Hours	2000		
Project Engineer	Hours	1000		
Project Scientist	Hours	900		
Certified Industrial Hygenist	Hours	600		
Site Safety and Health Officer	Hours	700		
Site Superintendent	Hours	800		
Foreman	Hours	1000		
Professionals	Hours	1000		
Junior Professionals	Hours	800		
Hazardous Materials Handler	Hours	800		
Hazardous Materials Equip. Op.	Hours	400		
Equipment & Materials	LS			
Laboratory Work	LS			
Contracts Administrator*	Hours	400		
Project Administrator*	Hours	300		
Junior Project Administrator*	Hours	500		
Word Processor*	Hours	500		
Drafter*	Hours	600		
Total Prime Labor		13,100		

*Per offerors accounting system

Schedule 6 - INDIRECT RATES AND FACTORS

Prime or Subcontractor Name: _____

Cost Element	Proposed Rate/Factor	Allocation Base
Labor Escalation		Not applicable
Fringe Benefits (if separate from overhead)		
Contractor Site Overhead		
Government Site Overhead		
Subcontract Burden (if separate)		
ODC Burden (if separate)		
Other (specify)		
G & A		
Cost of Money		

Offeror or Subcontractor Fiscal Year Ends: _____

L.4.E. SECTION III - BUSINESS PROPOSAL

Contract Cost Control Plan

Describe the system and method used to track and control costs at the task order level, including cost incurred by subcontractors. Explain how potential cost overruns would be identified. Discuss accountability within your organization for tracking and controlling costs.

Subcontract Consent

All Offerors must comply with the consent requirements of FAR clause number 52.244-2. The Government will review proposals to ensure that applicable parts of FAR 44.202-2 have been properly addressed by the Offeror. Since the Government intends to award without discussions, the initial submission must be fully documented. Any failure by an Offeror to fully document that it has met all FAR requirements for the analysis and review of a proposed subcontract such that the CO cannot give consent to a subcontract at the time of award will adversely effect that Offeror's chances for award of a contract under this solicitation.

Offerors are reminded that the successful Offeror, not the Government, will have a contract with any proposed subcontractor(s). The Offeror has the duty to document the reasonableness of the cost/price and to justify the placement of the subcontract even when information from a subcontractor is proprietary and must be submitted directly to the Government. It is the Prime's duty to ensure that submissions to be made directly to the Government by a proposed subcontractor are, in fact, made. It is also primarily the Offeror's duty and not the Government's to ensure that the proposed fee under each subcontract is reasonable and does not exceed statutory limits. Other issues, such as unapproved accounting systems and indirect rates that are significantly lower or higher than rates approved for past years, must be resolved by the Offeror prior to the submission date for proposals. If ceilings on the indirect rates of a subcontractor are required, the Offeror must deal with this issue prior to the proposal submission date.

Offerors will have to use their best judgment in allocating labor hours between the Prime and its various subcontractors for evaluation purposes. The percentage of involvement of each firm should be based on the Offeror's judgment as to how much each firm will be needed in order to cover the requirements of the SOW and in order to meet the Subcontracting Plan goals, if applicable. This allocation of hours will be evaluated under both the Technical and Price and Business Proposals.

Since it is uncertain how much business each Prime contractor will receive under this contract, the amount of business that will be received under each subcontract for professional labor is even more uncertain. One proposed subcontractor may receive little or no work, and another may receive business far in excess of the hours evaluated under this solicitation. Therefore, most subcontracts for professional labor should be placed on an IDIQ basis.

The information required to be submitted by the Offeror in support of its review and evaluation

of the subcontractor cost proposed for evaluation purposes under this solicitation can meet many of the requirements for subcontract consent. The Offeror can justify the placement of a subcontract with a significantly higher maximum value under an IDIQ contract than the subcontract-evaluated cost under this solicitation. However, the maximum values for each subcontract must be somewhat consistent with the number of hours allocated by the Prime to that firm for evaluation purposes under this solicitation. For example, the Offeror should reflect a significantly higher maximum value in its request for consent for a subcontractor allocated 10,000 hours for evaluation purposes than one listed for 100 hours. There is no overall ceiling on the maximum value of all subcontracts under a Prime contract other than what is reasonable to cover the varied requirements under this contract.

The contract type need not be consistent with the Prime for each task order. When justified, labor hour or time-and-material subcontracts are allowed. Offerors are reminded that fees earned by subcontractors are reflected as part of subcontractor cost in the Offeror's Price and Business Proposal. The Government anticipates that subcontracts will be predominantly Cost-Plus-Fixed-Fee except for consultants that will be either time-and-material or labor hour.

Information required for subcontract consent must be submitted as part of the Cost and Business Proposal. However, the Offeror may refer to information in its Cost and Business Proposal, if necessary, and need not repeat any review or analysis.

Subcontracting Plan

In accordance with FAR 52.219-9, Offerors that are not small business concerns shall submit a Small Business Subcontracting Plan. The plan must be submitted in accordance with FAR Part 19 and must comply with FAR 19.704. The Offeror shall show the subcontractor's business size, and the percentage and type of workload estimated to be subcontracted out. All cost and technical information must be included in the appropriate sections of the Offeror's proposal in addition to the submission of the subcontracting plan. The Government has established the following goals for this procurement:

<u>Subcontract Awards</u>	<u>Percent of Dollars Awarded</u>
Awards to Small Businesses	37%
Awards to Small Disadvantaged Businesses	13%
Awards to Women-Owned Businesses	5%
Awards to HUBZone Businesses	3%
Awards to Service-Disabled Veteran-Owned Businesses	3%

These goals are not intended to be mandatory but an Offeror is encouraged to keep these goals in mind when developing its subcontracting plan. Please note that these goals must be proposed as a percentage of total dollars being subcontracted. A business may count toward more than one of the goals shown above. For example, a small disadvantaged business owned by women may count toward three of the five goals.

Offerors are advised that subcontracting plans will be posted on the OSDBU website and that performance will be evaluated under the new US DOT partnership with SBA on subcontracting program reviews. Small business offerors are exempted from the subcontracting plan submission and will automatically receive a successful evaluation credit towards subcontracting goals.

L. 5 INSTRUCTIONS FOR TECHNICAL PROPOSAL

L.5.A INTRODUCTION

Proposals must be structured in accordance with the instructions contained herein.

1. Content

Your technical proposal should be comprehensive and explicit. All qualifications, experience, and capabilities should relate to the services required by the Work Statement. Legibility, conciseness, completeness, clarity of content, coherence, and brevity are important since they will facilitate the Government's evaluation procedure and will also assure maximum credit being properly assigned to the various aspects of your proposal.

2. Page Limits

The maximum number of pages that may be submitted is as follows:

- a. Past Performance: The total overall page limit for the summaries of the Offeror's five most relevant contracts is 30. There is no limit for the required list of other current contracts, for past performance reports, or for any information submitted by the Offeror demonstrate that it has made its best efforts to ensure that customers provide past performance reports to the Volpe Center.
- b. Staffing: Resumes are limited to 14 pages total and may not exceed 2 pages per resume, subject to the same font size and margins as above noted. (See Section L.3.D – Page Limits)
- c. Technical Understanding and Management Approach: The total overall page limit is 8. The narrative on technical understanding and management approach shall be limited to 5 pages. Non-narrative material includes charts, matrices and graphics shall be limited to 3. The total page limit is 8, 5 for the narrative, and 3 for non-narrative.

L.5. B CRITERIA FOR EVALUATION

The criteria for evaluation are below described. The three criteria will be given equal weight in evaluating proposals.

1. Technical Understanding and Management Approach.

The purpose of this criterion is to assess (1) the Offeror's technical understanding of the requirements of the Work Statement; and (2) the Offeror's management approach to the requirements of the Work Statement. The subcriteria are of equal importance.

The Offeror shall submit a narrative describing how it plans to meet the requirements of the contract and demonstrate that it has the necessary understanding, expertise, and experience to successfully accomplish the range of tasks described in the Work Statement. The narrative shall include discussion of how the Offeror intends to manage the requirements of the Work Statement to ensure the activities stay on schedule and within budget. The Offeror shall also address how they intend to manage and respond to sudden changes in site conditions. The Offeror shall provide both narrative and details relative to the roles, responsibilities, and level of involvement of the Prime contractor, proposed subcontractors, and individuals. The Offeror shall include an organizational chart showing the relationships between the Offeror's key personnel, subcontractor, Volpe Center, and the Volpe Center's sponsors (for example, FAA). The Offeror must include a matrix detailing how the Offeror has allocated the labor required showing hours by names of individuals for whom resumes have been submitted and the team composition (Prime and subcontractors) using the RFP labor category descriptions. The matrix must be consistent with the allocation matrix in the Price and Business Proposal. The Offeror shall also provide details on how it plans to obtain the necessary equipment and materials to accomplish the work.

2. Staffing.

The purpose of this criterion is to evaluate the qualifications of the Offeror's personnel proposed for this contract in terms of experience, education, and qualifications relevant to the requirements of this contract. Resumes shall be submitted in accordance with the requirements below outlined. The three (3) subcriteria are of equal importance.

Resumes for the proposed key personnel must be consistent with the Offeror's proposed labor cost presented in the cost proposal. Resumes shall show demonstrated experience in areas relevant to the Work Statement. Resumes must also be verifiable with relevant dates, names, and addresses provided for educational institutions or employers for all experience, education, and specialized training stated. Offerors must submit six (6) copies of individuals resumes.

3. Past Performance. The purpose of this criterion is to assess the ability of the Offeror to perform successfully based upon an evaluation of its relevant past performance history (5 most relevant contracts over the past five (5) years) on tasks of the type and complexity described in the Work Statement. The Offeror's relevant past performance history will be evaluated for the following subcriteria which are of equal importance: (1) quality of product/service; (2)

timeliness of performance; (3) cost control; and (4) business relations. Only relevant past performance history will be considered.

Each Offeror will be evaluated on its performance under existing and prior contracts for similar products or services. Performance information will be used both for responsibility determinations and as an evaluation factor. The Government may contact references that are known but not listed.

Include the following information for each of the five most relevant contracts:

1. Name and address of customer
2. Contract number
3. Contract type
4. Total contract value
5. Description of contract work
6. Contracting Officer's address, telephone number and e-mail address
7. Contracting Officer's Technical Representative's address, telephone number and e-mail address
8. Administrative Contracting Officer's address, telephone number and e-mail address (if different from item 6)
9. List of major subcontractors
10. Assessment of relevance to requirements identified in this solicitation.
11. Whether any final or interim contract past performance report was or has been issued by the contracting agency. Copies of the final or most current past performance report must be submitted for the five most relevant contracts. Copies of reports on other than the five contracts considered most relevant by the Offeror should not be submitted as part of the proposal but may be obtained by the Government if the Government considers the contracts relevant.

Past performance evaluations shall be submitted for both the Offeror and major proposed subcontractors (over 20 percent of the hours in the cost proposal). The Offeror is responsible for making all reasonable efforts to ensure that a completed evaluation report is provided for each of the five most relevant contracts by no later than the due date for receipt of proposals. If the contracting activity has completed a contractor evaluation report and provided a copy to the Offeror, particularly those completed in accordance with Subpart 42.15 of the FAR, a copy of this report is sufficient. If not, the Offeror is responsible for making all reasonable efforts to ensure that a copy of the performance evaluation report is provided directly to the Volpe Center CO or designee by the appropriate contracting activity's responding official by no later than the due date for receipt of proposals. If the contracting activity has not developed its own past performance evaluation report form, please refer that contracting activity to the Contractor Performance Report format found at National Institutes of Health Contractor Performance System website at: <http://cps.nih.gov>.

This format, including the associated numeric ratings and criteria, should be used to submit the required past performance information for the proposal. Information contained in the evaluation reports shall be considered sensitive and shall not be released to other Offerors. Failure of the Offeror to demonstrate that it has made all reasonable efforts to provide the required past

performance reports, will result in an unacceptable rating for this criterion. The Government reserves the right to obtain additional information from any of the referenced contract contacts and from other Government sources. If the Government receives negative past performance information (indicating that performance was less than satisfactory) which is not accompanied by a response from the Offeror, a copy of the adverse information will be provided to the Offeror, which will be given a limited period (no more than 7 calendar days) in which to provide a response. If no response is received within the specified timeframe, the negative past performance information will be evaluated as submitted.

Offerors must send a Client Authorization Letter, included as Exhibit A to the Technical Proposal Instructions, to all non-Federal Government references listed in their proposal to assist in the timely processing of past performance evaluations. Client Authorization Letters must be mailed (or sent electronically by e-mail) to individual references no later than the proposal submission date. The Offeror shall include a copy of all completed Client Authorization Letters (or e-mails) as part of the Past Performance submission. Contact information (e-mail address) must be included in your submission.

If the Offeror has no relevant past performance history, it must affirmatively so state. Offerors that state they have no relevant past performance history and Offerors that are unable to provide past performance reports after making all reasonable efforts will not be evaluated favorably or unfavorably under this criteria, in accordance with FAR 15.305.

In the case of a relatively new firm (i.e., established within the last 18 months), the Offeror may submit past performance information for contracts on which its corporate management has performed to supplement any past performance information for the firm itself; this shall be specifically noted in the proposal submission.

If the Offeror does not include past performance history or does not affirmatively state that no past performance history exists or can be obtained, the Offeror's proposal will be ineligible for award.

Exhibit A

Client Authorization Letter

[*Company Name*]
[*Street Address*]
[*City, State/Province Zip/Postal Code*]
[*Date*]

[Recipient Name]
[Address]
[City, State/Province Zip/Postal Code]

Dear [Client]:

We are currently responding to the Volpe Center Request for Proposal No. _____ for the procurement of _____. The Volpe Center is placing increased emphasis in its acquisitions on past performance as a source selection evaluation factor. The Volpe Center requires Offerors to inform references identified in proposals that the Volpe Center may contact them about contract performance information.

If you are contacted by the Volpe Center for information on work we have performed under contract for your company/agency/state/local Government, you are hereby authorized to respond to Volpe Center inquiries.

Your cooperation is appreciated. Please direct any questions to _____.
(Offeror's point of contact)

Sincerely,
[*Your name*]
[*Your position*]

[*Typist's initials*]
Enclosure: [*Number*]

cc: [*Name*]

SECTION M - EVALUATION FACTORS FOR AWARD

M.I GENERAL

M.1.A BASIS FOR AWARD

Award will be made to one or more responsive and responsible Offerors whose offers provide the best value to the Government, based on the Technical Proposal, the Price and Business Proposal, and other factors as listed elsewhere in Section M. The Government intends to make a total of two to three awards to qualified businesses, with the first award being made to a highest rated Service Disabled Veteran Owned (SDVO) concern (see M.1.C for the order of awards). However, the Government reserves the right to make more or fewer awards, in the best interests of the Government. It is the Government's intent to make award based upon initial offers without entering into discussions or negotiations. While it is the Government's intent to make award based upon initial offers, the Government may, nevertheless, determine during the evaluation period that it is necessary to conduct discussions. In that case, the Contracting Officer will proceed to establish a competitive range and conduct negotiations with the firms in that range.

M.1.B EVALUATION FACTORS ORDER OF IMPORTANCE

The evaluation factors Technical Understanding and Management Approach, Staffing, and Past Performance when combined, are significantly more important than price in the selection of contractors for award. Notwithstanding this fact, Offerors are cautioned not to minimize the importance of the Price and Business Proposal. The price evaluation will become more significant when the Technical Understanding and Management Approach, Staffing, and Past Performance rankings of Offerors are closer; when these factors other than price are essentially equal, price may become the determining factor in making awards.

M.1.C ORDER OF AWARDS

The first award will made to the highest rated SDVO concern that has been certified to participate under of the Small Business Act under the applicable North American Industry Classification System (NAICS) Code 562910 and that is considered the best value, provided that an SDVO eligible firm has submitted an acceptable proposal and has demonstrated that the firm has the potential to compete successfully for tasks after award.

The remaining award or awards will be made to the business concerns that provide the best value to the Government considering all factors, provided that the Offeror has submitted an acceptable proposal and has demonstrated that the firm has the potential to compete successfully for tasks after award. This best value selection determination will include all eligible Offerors, including any unsuccessful Offerors for the SDVO set aside.

M.2 TECHNICAL PROPOSAL EVALUATION

M.2.A GENERAL

The Technical Proposal will consist of written submission covering Technical Understanding and Management Approach, Past Performance and Staffing factors as described in detail in Section L.

M.2.B CRITERIA FOR EVALUATION

The three following criteria will be given equal weight in evaluating proposals and are described below:

1. Technical Understanding and Management Approach. The purpose of this criterion is to assess (1) the Offeror's technical understanding of the requirements of the Work Statement; and (2) the Offeror's management approach to the requirements of the Work Statement. The subcriteria are of equal importance.
2. Staffing. The purpose of this criterion is to evaluate the qualifications of the Offeror's personnel proposed for this contract in terms of (1) experience, (2) education, and (3) qualifications relevant to the requirements of this contract. The subcriteria are of equal importance.
3. Past Performance. The purpose of this criterion is to assess the ability of the Offeror to perform successfully based upon an evaluation of its relevant past performance history (5 most relevant contracts over the past five (5) years) on tasks of the type and complexity described in the Work Statement. The Offeror's relevant past performance history will be evaluated for the following subcriteria which are of equal importance: (1) quality of product/service; (2) timeliness of performance; (3) cost control; and (4) business relations. Only relevant past performance history will be considered.

If an Offeror has affirmatively stated that it has no relevant past performance history, and there is no evidence to the contrary, the Offeror will not be rated favorably or unfavorably on past performance.

M.3 PRICE AND BUSINESS PROPOSAL EVALUATION

The Price and Business Proposal will not be numerically scored. The Contracting Officer must consider price before making contract award. The price proposal will be reviewed to ensure it represents a fair and reasonable price to the Government. If the Contracting Officer determines that an Offeror's initially proposed prices do not reflect what it would reasonably price that Offeror to perform the requirements, then the Contracting Officer may make adjustments to the proposed prices. The adjusted price will be used in the selection decision. The Government will review the business proposal for acceptability.

The Government may utilize the weighted guidelines method in TAM 1215.9 and its Appendix E to evaluate proposed profit for reasonableness.

The Government may consider risk with a proposal that fails to include convincing support for its price elements. Compensation of professional employees will be evaluated in accordance with Section L, FAR 52.222-46.

PERFORMANCE BOND
(See instructions on reverse)DATE BOND EXECUTED (Must be same or later than date of
contract)

OMB No.: 9000-0045

Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405

PRINCIPAL (Legal name and business address)	TYPE OF ORGANIZATION ("X" one)			
	<input type="checkbox"/> INDIVIDUAL	<input type="checkbox"/> PARTNERSHIP		
	<input type="checkbox"/> JOINT VENTURE	<input type="checkbox"/> CORPORATION		
	STATE OF INCORPORATION			
SURETY(IES) (Name(s) and business address(es))	PENAL SUM OF BOND			
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS
	CONTRACT DATE		CONTRACT NO.	

OBLIGATION:

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The Principal has entered into the contract identified above.

THEREFORE:

The above obligation is void if the Principal -

(a)(1) Performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of the contract during the original term of the contract and any extensions thereof that are granted by the Government, with or without notice to the Surety(ies), and during the life of any guaranty required under the contract, and (2) performs and fulfills all the undertakings, covenants, terms conditions, and agreements of any and all duly authorized modifications of the contract that hereafter are made. Notice of those modifications to the Surety(ies) are waived.

(b) Pays to the Government the full amount of the taxes imposed by the Government, if the said contract is subject to the Miller Act, (40 U.S.C. 270a-270e), which are collected, deducted, or withheld from wages paid by the Principal in carrying out the construction contract with respect to which this bond is furnished.

WITNESS:

The Principal and Surety(ies) executed this performance bond and affixed their seals on the above date.

PRINCIPAL				
SIGNATURE(S)	1.	2.	3.	Corporate Seal
	(Seal)	(Seal)	(Seal)	
NAME(S) & TITLE(S) (Typed)	1.	2.	3.	
INDIVIDUAL SURETY(IES)				
SIGNATURE(S)	1.	2.		(Seal)
	(Seal)			
NAME(S) (Typed)	1.	2.		
CORPORATE SURETY(IES)				
NAME & ADDRESS	STATE OF INC.		LIABILITY LIMIT	Corporate Seal
			\$	
SIGNATURE(S)	1.	2.		
NAME(S) & TITLE(S) (Typed)	1.	2.		

CORPORATE SURETY(IES) (Continued)

NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
SIGNATURE(S)	1.	2.		
NAME(S) & TITLE(S) (Typed)	1.	2.		
NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
SIGNATURE(S)	1.	2.		
NAME(S) & TITLE(S) (Typed)	1.	2.		
NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
SIGNATURE(S)	1.	2.		
NAME(S) & TITLE(S) (Typed)	1.	2.		
NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
SIGNATURE(S)	1.	2.		
NAME(S) & TITLE(S) (Typed)	1.	2.		
NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
SIGNATURE(S)	1.	2.		
NAME(S) & TITLE(S) (Typed)	1.	2.		
NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
SIGNATURE(S)	1.	2.		
NAME(S) & TITLE(S) (Typed)	1.	2.		

BOND
PREMIUM

RATE PER THOUSAND (\$)

TOTAL (\$)

INSTRUCTIONS

1. This form is authorized for use in connection with Government contracts. Any deviation from this form will require the written approval of the Administrator of General Services.

2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.

3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE

SURETY(IES)." In the space designated "SURETY(IES)" on the

face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning their financial capability.

4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.

5. Type the name and title of each person signing this bond in the space provided.

PAYMENT BOND <i>(See instructions on reverse)</i>	DATE BOND EXECUTED <i>(Must be same or later than date of contract)</i>	OMB No.: 9000-0045												
Public reporting burden for this collection of information is estimate to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405														
PRINCIPAL <i>(Legal name and business address)</i>	TYPE OF ORGANIZATION <i>("X" one)</i> <div style="display: flex; justify-content: space-between;"> <div><input type="checkbox"/> INDIVIDUAL</div> <div><input type="checkbox"/> PARTNERSHIP</div> </div> <div style="display: flex; justify-content: space-between;"> <div><input type="checkbox"/> JOINT VENTURE</div> <div><input type="checkbox"/> CORPORATION</div> </div> STATE OF INCORPORATION													
SURETY(IES) <i>(Name(s) and business address(es))</i>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="4" style="text-align: center; font-weight: normal;">PENAL SUM OF BOND</th> </tr> <tr> <td style="width: 25%;">MILLION(S)</td> <td style="width: 25%;">THOUSAND(S)</td> <td style="width: 25%;">HUNDRED(S)</td> <td style="width: 25%;">CENTS</td> </tr> <tr> <td style="height: 40px;"></td> <td></td> <td></td> <td></td> </tr> </table> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">CONTRACT DATE</div> <div style="width: 55%;">CONTRACT NO.</div> </div>		PENAL SUM OF BOND				MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS				
PENAL SUM OF BOND														
MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS											

OBLIGATION:

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The above obligation is void if the Principal promptly makes payment to all persons having a direct relationship with the Principal or a subcontractor of the Principal for furnishing labor, material or both in the prosecution of the work provided for in the contract identified above, and any authorized modifications of the contract that subsequently are made. Notice of those modifications to the Surety(ies) are waived.

WITNESS:

The Principal and Surety(ies) executed this payment bond and affixed their seals on the above date.

PRINCIPAL					
SIGNATURE(S)	1.	2.	3.	Corporate Seal	
	(Seal)	(Seal)	(Seal)		
NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.	3.		
INDIVIDUAL SURETY(IES)					
SIGNATURE(S)	1.	2.			
	(Seal)	(Seal)			
NAME(S) <i>(Typed)</i>	1.	2.			
CORPORATE SURETY(IES)					
SURETY A	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
				\$	
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		

CORPORATE SURETY(IES) (Continued)

SURETY B	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		

INSTRUCTIONS

1. This form, for the protection of persons supplying labor and material, is used when a payment bond is required under the Act of August 24, 1935, 49 Stat. 793 (40 U.S.C. 270a-270e). Any deviation from this form will require the written approval of the Administrator of General Services.

2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.

3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space

designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning their financial capability.

4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.

5. Type the name and title of each person signing this bond in the space provided.

Attachment J.3
Responses to Questions Submitted in Response to Solicitation No. DTRT57-09-R-20002

Q1 RFP Section L.5.B.3, page 93, directs the Offeror to use the “Contractor Performance Report format found at National Institutes of Health Contractor Performance System website at: <http://cps.od.nih.gov/files/standardreport.doc>.” This URL does not appear to be active. Please provide the correct URL for the required report format.

A1 The correct weblink is <https://cps.nih.gov/>

Q2 L.5 .B.2. Staffing states that the qualification of Program Manager; Project Manager(s); and Site Supervisor(s) will be evaluated. However the section also requires a narrative identifying the Key Personnel identified in Section C 13 (Program Manager; Project Manager; Project Engineers; Staff Project Engineers/Scientist; Site Supervisor; CIH; SSHO; and Health Physicist). Does this mean only resumes for the Program Manager; Project Manager(s); and Site Supervisor(s) and a narrative of personnel in Section C13 will be evaluated. Or shall resumes be submitted for all Key Personnel (All personnel listed in C13)?

A2 See RFP No. DTRT57-09-R-20014

Q3 L.5.B.3 Past performance states the Offeror will submit 5 most relevant contracts over the past three years. For the purpose of past performance history is the Offeror defined as the prime and substantial subs (over 20 percent of the hours in the cost proposal). Or are five past performance histories required for the Prime and five for each of the substantial subcontractors?

A3 The RFP shall remain unchanged.

Q4 Section L.3.D 6, Title Page reads as follows:

The title page, which shall not count against the page limitation of the proposal of each volume, shall include the following:

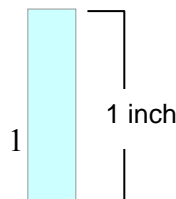
- Title of proposal
- Volume number and title
- REP number
- Name, address, and telephone number of the Offeror
- Authorized signatures (The title page for each volume shall be signed by an official authorized to bind the Offeror.)
- Index

Please explain what type of index you would like on the title page? May this index be presented behind a tab on following pages to increase readability.

A4 The RFP shall remain unchanged.

Q5 Section L.3.D PROPOSAL FORMAT, 2. Text
This question is attached as a MS Word file.
Section L.3.D PROPOSAL FORMAT, 2. Text

One



Attachment J.3
Responses to Questions Submitted in Response to Solicitation No. DTRT57-09-R-20002

two
Three
Four
Five
Six

Example 1. The example above is default single spacing for 12 pt font in MS Word, as you see it takes more than an inch for six lines of text.

One
two
Three
Four
Five
Six

Example 2. To be exactly 6 lines per inch requires a setting of 89% of default single spacing for 12 pt font in MS Word.

Example 1. Lorem ipsum dolor sit amet, consectetur adipiscing elit, sed diam nonummy nibh euismod tincidunt ut laoreet dolore magna aliquam erat volutpat. Ut wisi enim ad minim veniam, quis nostrud exerci tation ullamcorper suscipit lobortis nisl ut aliquip ex ea commodo consequat. Duis autem vel eum iriure dolor in hendrerit in vulputate velit esse molestie consequat, vel illum dolore eu feugiat nulla facilisis at vero eros et accumsan et iusto odio dignissim qui blandit praesent luptatum zzril delenit augue duis.

Example 2. Lorem ipsum dolor sit amet, consectetur adipiscing elit, sed diam nonummy nibh euismod tincidunt ut laoreet dolore magna aliquam erat volutpat. Ut wisi enim ad minim veniam, quis nostrud exerci tation ullamcorper suscipit lobortis nisl ut aliquip ex ea commodo consequat. Duis autem vel eum iriure dolor in hendrerit in vulputate velit esse molestie consequat, vel illum dolore eu feugiat nulla facilisis at vero eros et accumsan et iusto odio dignissim qui blandit praesent luptatum zzril delenit augue duis.

Is it the intention for all text to have the leading condensed,? May the RFP be changed to read—
Print must be spaced at a minimum of 6 lines per inch?

A5 The RFP shall remain unchanged.

Q6 General Question as related to Page Count
Section L does not ask for or exempt from the page count typical front matter. For example, table of contents, compliance matrix, and list of acronyms. May these items be added under tabs at the front of the volumes and not included in the page limitations?

A6 See RFP No. DTRT57-09-R-20014

Q7 Section L.5.B.3 Past Performance reads

... If the contracting activity has not developed its own past performance evaluation report form, please refer that contracting activity to the Contractor Performance Report format found at National Institutes of Health Contractor Performance System website at:

<http://cps.od.nih.gov/files/standardreport.doc>.

Attachment J.3
Responses to Questions Submitted in Response to Solicitation No. DTRT57-09-R-20002

This web site link in the RFP does not respond. I think the following link is the form you want, please confirm.

http://cps.od.nih.gov/CPS_Information7.html

A7 See Q1

Q8 I am a bit confused by Section L.5.B.3 Past Performance in general. Do you want a copy of an existing contract evaluation, for example ACASS and CCASS [reports](#), or do you have a specific form you wish to have completed and returned to you?

If existing reports are available, would you rather have these or the [Standard Contractor Performance Report from the CPS website?](#)

A8 There is no specific form or format required.

Q9 In Section H: Special Contract Requirements, Sub-section H.2: Performance and Payment Bonds, can a letter of credit be submitted in lieu of the Bond requirements.

A9 See RFP No. DTRT57-09-R-20014

Q10 The RFP in Section L.5.A.2.a specifies a 15-page total overall limit for the Past Performance section (5 projects at 3 pages each); however, Section L.5.B.3, 4th paragraph, requires that “major proposed subcontractors” also submit 5 past performance projects. Thus, it would appear that an Offeror with one major subcontractor, for example, would require 30 pages for the Past Performance section. Please clarify the overall page limit for the Past Performance section.

A10 See RFP No. DTRT57-09-R-20014

Q11 Section B - Paragraph B.2.B, page 3 – What is the estimated value of the contract?

A11 See RFP No. DTRT57-09-R-20014

Q12 Section H – Paragraph H.11, page 52 – Is the contractor required to maintain the \$2,500,000.00 Performance and Payment Bonds in addition to the Performance and Payment Bonds that are required for each task order?

A12 See RFP No. DTRT57-09-R-20014

Q13 Section H – Paragraph H.11, page 52 – How does the contractor get paid for the \$2,500,000.00 Performance and Payment Bonds that are required to be submitted within 20 days after contract award?

A13 See RFP No. DTRT57-09-R-20014

Q14 Section I – Paragraph I.3, page 61 – Is it correct that, the Project Engineer, Project Scientist, Certified Industrial Hygienist and Site Safety & Health Officer are identified as key personnel, but are not required to be identified or have a resume submitted?

A14 See RFP No. DTRT57-09-R-20014

Q15 Schedule 5 – page 86 – The following labor categories are required to have rates submitted on Schedule 5, but there is no description for each category to develop the rates. The labor categories are; Professionals, Junior Professionals, Contracts Administrator, Junior Project

Attachment J.3
Responses to Questions Submitted in Response to Solicitation No. DTRT57-09-R-20002

Administrator, Word Processor, Drafter. What qualifications and experience should be used for each labor category to develop the labor rates?

A15 See RFP No. DTRT57-09-R-20014

Q16 Schedule 5 – page 86 – There is a category for Equipment & Materials, and Laboratory Work. What costs are to be included in these categories?

A16 See RFP No. DTRT57-09-R-20014

Q17 Schedule 5 – page 86 – Which Davis/Bacon Rate determination should be used to develop the labor rates for the Hazardous Material Handler and the Hazardous Material Equipment Operator?

A17 The labor categories of Hazardous Material Handler and Hazardous Material Equipment Operator fall under the Service Contract Act. It is understood that rates will vary region to region. Labor rates for each region will be evaluated at the Task Order level. Averaged rates shall be accepted for the proposal.

Q18 Do you anticipate work at the Libby Site in Montana will be included under this contract?

A18 No

Q19 Paragraph B.2 on page 3 of the Solicitation indicates that the potential maximum contract value is "to be determined". Do you have an estimate of the potential value of work that might be awarded under this contract on an annual basis?

A19 See RFP No. DTRT57-09-R-20014

Q20 On Schedules 2 and 3, there is a line item for Subcontracts and request for a dollar amount for each subcontractor. Does this line item refer to Team Subcontractors only? If not and it refers to all types of subcontractors, what type of project work and level of effort should the Bidder assume?

A20 See RFP No. DTRT57-09-R-20014

Q21 In development of the profit on Schedule 4, should the Bidder assume that the fixed fee plus the award fee equals profit as presented on Schedule 1?

A21 See RFP No. DTRT57-09-R-20014

Q22 On Schedule 5, there is a Lump Sum line item for Laboratory Work and Equipment & Materials. What type of project work and level of effort should the Bidder assume?

A22 See A16

Q23 On Schedule 5 - Summary of Proposed Labor Cost, it appears you are asking for blended rates for work anywhere in the US (or worldwide). Please provide an estimate the volume of work that might be expected in the different FAA regions (i.e., West, Central, and East)? In order to provide the most competitive rates for each task order, can we submit more than one rate schedule (i.e., for different regions of the country) or should we blend these rates into a single rate schedule?

A23 See Q17

Q24 Will the response due date be extended following the receipt of answers to questions?

Attachment J.3
Responses to Questions Submitted in Response to Solicitation No. DTRT57-09-R-20002

A24 See RFP No. DTRT57-09-R-20014

Q25 Section C.13.A. PERSONNEL QUALIFICATIONS

The Program Manager is required to have both a BS and a MS degree and a minimum of eight years experience in Program Management, along with other attributes.

- B.S. degree from an accredited school in engineering, construction management, geology, chemistry, or a related field;
- M.S. degree from an accredited school in engineering, construction management, geology, chemistry, business management or a related field;
- A minimum of eight (8) years Program Management experience, with a minimum of five (5) years experience on HTRW investigation, study, design, and remedial action Project Management and/or decommissioning activities;

We request that additional experience be allowed in lieu of the MS degree (as allowed by ANSI standards).

Additional experience would be determined by replacing each additional year of advanced education (MS degree is typically two years) by an equivalent amount of experience (two years). For example, the MS degree could be replaced with two additional years of experience (in Program Management and/or in Project Management).

A25 See RFP No. DTRT57-09-R-20014

Q26 Section L.5.A INTRODUCTION

The Technical Understanding and Management Approach overall page limit is 5. We request the page limit for the technical approach be increased to 10 pages to adequately address the multiple items in the solicitation.

A26 See RFP No. DTRT57-09-R-20014

Q27 Section L.5.A INTRODUCTION

c. Technical Understanding and Management Approach:

Please consider adding “no page limits apply to required matrix”. And/or increase total pages for technical approach to 12 pages.

A27 See RFP No. DTRT57-09-R-20014

Q28 The RFP release date is shown as 11/26/08, but the RFP was not posted until 12/1/08. Please consider extending the due date 5 days to account for this time lag.

A28 See RFP No. DTRT57-09-R-20014

Q29 Page 77. For proposal purposes, offers shall assume a contract award date of December 5, 2008. Given the timing of the RFP, should the assumed award date be changed?

A29 See RFP No. DTRT57-09-R-20014

Q30 Please provide additional details regarding Administrative labor as described on page 78. This

Attachment J.3
Responses to Questions Submitted in Response to Solicitation No. DTRT57-09-R-20002

description indicates that certain labor functions are not included in the Government level of effort estimate, although many of these labor categories appear in the Schedule 5.

A30 See RFP No. DTRT57-09-R-20014

Q31 Please clarify if contract-required Program functions are to be reimbursed, such as the QC system manager, program manager, as well as QC system support and Contract progress reports.

A31 The offeror must propose in accordance with its own accounting system.

Q32 In all cases involving T&D, will the Volpe Center or its sponsors be signing manifest for T&D services, or will the contractor be provided authority to sign as an agent of the Government?

A32 The contractor cannot act as an agent of the Government.

Q33 In accordance with FAR 52.244-2, if a firm has a government-approved purchasing system, consent would not be required. An advance notification would be planned to be provided at the time of any subcontract awards. Is that sufficient to address the direction on page 89, as it relates to the need to submit information for consent?

A33 See Section I - FAR 52.244-2

Q34 Page 79. Offeror-estimated ODCs. Please provide an explanation of the basis of the RFP - stipulated ODCs (i.e., what is included) for use in determining the magnitude of additional offeror-estimated ODCs

A34 See RFP No. DTRT57-09-R-20014

Q35 Please clarify the discrepancy between the Travel and ODC totals listed on page 79 and those listed on Schedules 2 & 3.

A35 See RFP No. DTRT57-09-R-20014

Q36 Subcontractors – Are the line items for subcontracts on Schedules 2, 3, 4 intended for both team and pool subcontracts? If intended for pool (specialty subcontractors) subcontracts, please provide basis for estimating pool subcontract costs.

A36 The RFP remains unchanged.

Q37 Page 87 – Please define the difference between Contractor site overhead and Government site overhead. On page 79, the text defines that the preponderance of work will take place at Government facilities (for) pricing proposal purposes, only the contractor–site overhead rate shall be used. We have two indirect rates – one for Office and one for field. We interpret a site overhead rate as a field rate. Is that correct?

A37 The RFP remains unchanged.

Q38 Bonding requirements (H 11) – A performance and payment bond is required within 20 calendar day after contract award, and in addition with each Task Order. Please clarify the bonding requirement associated with the contract award, as it is unclear what is being bonded and how to bond something for 5 years with unknown scope. Further, why is the bond needed at contract award when it also appears that bonding will be required with each Task Order?

A38 See RFP No. DTRT57-09-R-20014

Attachment J.3
Responses to Questions Submitted in Response to Solicitation No. DTRT57-09-R-20002

Q39 Bonding - It is assumed that the price for bonding for the Task Orders would be included in a line noted as other (specify), in which a bond rate would be provided. If there is a bond to be provided with the Contract, how is this to be reimbursed?

A39 **See RFP No. DTRT57-09-R-20014**

Q40 The pricing direction in L.2.E indicates that “For evaluation purposes, Offerors are required to price out the Government’s best estimate ...to perform several task orders over a one year period.” Schedule 5 (page 86) identifies the government’s estimate for annual labor hours for bidding purposes. However, in addition, there are line items for Equipment & Materials, and laboratory work. What is the basis upon which these are to be estimated?

A40 **See RFP No. DTRT57-09-R-20014**

Q41 In L.2.E, the RFP indicates that the pricing should “include rates for certain equipment and materials (RFP ODC), which is required to be completed by all offerors. Schedules 2 & 3 allow for RFP ODCs and Offeror ODCs, and (Page 79) indicates that “*ODCs not identified and priced in the Offeror’s proposal will not be billable during the performance without prior CO approval*” Please provide an explanation of the basis of the RFP-stipulated ODCs (i.e., what is included) for use in determining the magnitude of additional offeror-estimated ODCs .

A41 **See RFP No. DTRT57-09-R-20014**

Q42 Please clarify the discrepancy between the Travel and ODC totals listed on page 79 and those listed on Schedules 2 & 3. Also, is the phrasing of equipment (under RFP stipulated ODCs) on page 79 the same as ODCs (in the table)?

A42 **See RFP No. DTRT57-09-R-20014**

Q43 Additional information in support of earlier requests for a page count increase.

L.5. B CRITERIA FOR EVALUATION

Technical Understanding and Management Approach. The purpose of this criterion is to assess (1) the Offeror’s technical understanding of the requirements of the Work Statement; and (2) the Offeror’s management approach to the requirements of the Work Statement. The sub-criteria are of equal importance.

However, Section L.5.B states the following must be submitted:

1. The Offeror shall submit a narrative describing how it plans to meet the requirements of the contract and demonstrate that it has the necessary understanding, expertise, and experience to successfully accomplish the range of tasks described in the Work Statement.
2. The narrative shall include discussion of how the Offeror intends to manage the requirements of the Work Statement to ensure the activities stay on schedule and within budget. The Offeror shall also address how they intend to manage and respond to sudden changes in site conditions.
3. The Offeror shall provide both narrative and details relative to the roles, responsibilities, and level of involvement of the Prime contractor, proposed

Attachment J.3
Responses to Questions Submitted in Response to Solicitation No. DTRT57-09-R-20002

subcontractors, and individuals.

4. The Offeror shall include an organizational chart showing the relationships between the Offeror's key personnel, subcontractor, Volpe Center, and the Volpe Center's sponsors (for example, FAA).
5. The Offeror must include a matrix detailing how the Offeror has allocated the labor required showing hours by names of individuals for whom resumes have been submitted and the team composition (Prime and subcontractors) using the RFP labor category descriptions. The matrix must be consistent with the allocation matrix in the Price and Business Proposal.
6. The Offeror shall also provide details on how it plans to obtain the necessary equipment and materials to accomplish the work.

The matrix using the RFP labor categories (**sub-item 5** above) and the roles responsibilities (**sub-item 3** above) and organizational chart (**sub-item 4** above) is likely to take 3 to 4 pages at a minimum; (note that the matrix supplied in the RFP is about one page; an org chart and discussion of the team members is about one page; and the roles and responsibilities subsection is about one page). Information on necessary equipment and materials to accomplish the work (**sub-item 6** above) is likely to be 1-2 pages. Therefore, the mandatory requirements has already used the five pages allocated (5-6 pages) without a technical (**sub-item 1** above) or management narrative (**sub-item 2** above).

It is our opinion that five pages (10 preferred) should be allocated to the technical narrative (**sub-item 1** above); five pages (ten preferred) to the management narrative (**sub-item 2** above) and five pages for the remainder of this section for a total of 15 (25 preferred). Also, consider no page limit on the matrix.

We request that the technical section be increased from 5 pages to 15 -25 pages.

A43 See RFP No. DTRT57-09-R-20014

Q44 Section: C.13.A Personnel Qualifications:

The requirements for Program Manager (PM) require both a BS and MS degree in addition to 8 years of Program Management experience. Additionally the RFP requires the PM to be an employee of the prime contractor. This requirement is somewhat restrictive and could prohibit many competent and small business firms from being capable of bidding on the solicitation.

Can either the MS degree requirement be eliminated, or can additional years experience as program manager be substituted for the MS degree?

A44 See RFP No. DTRT57-09-R-20014

Q45 Our most relevant Federal Government past performance projects for this scope of work have not been formally evaluated in the Contractor Performance System (CPS) (<http://cps.od.nih.gov>).

Attachment J.3
Responses to Questions Submitted in Response to Solicitation No. DTRT57-09-R-20002

Please clarify whether previous past performance evaluations that do not necessarily follow the CPS format will be considered acceptable by DOT.

A45 See Q8

Q46 If we must request that our past performance references complete new past performance evaluations, what is the deadline for DOT's receipt of those evaluations? If the response is that they will be due by the closing date of the proposal (currently January 8), we request that, in light of the holidays, the deadline for receipt of all new past performance evaluations from Offeror references be extended to 14 calendar days after receipt of proposals (currently January 22).

A46 See RFP No. DTRT57-09-R-20014

Q47 What are the laboratory requirements for analytical testing?

A47 The laboratory requirements shall be specified at the task order level

Q48 With this being a nationwide contract, what are the contractor licensing requirements?

A48 Licensing requirements will be in accordance with all applicable local, state, federal and any additional requirements stipulated at the task order level.

Q49 Are there any mobilization requirements? For example; mobilization within 1-hour of initial call.

A49 This contract is not for emergency remediation. Immediate response, 1-hour of initial call, or similar is not necessary.

Q50 The Key Personnel appear to vary within sections C.3.A, I.3 and L.5.B – Who are the Key Personnel?

A50 See RFP No. DTRT57-09-R-20014

Q51 For which Key Personnel are resumes required?

A51 See RFP No. DTRT57-09-R-20014

Q52 Section L, Schedule 5 lists hours for Professionals and Junior professionals. Section C does not define these positions. What are positions would you like us to enter here?

A52 See RFP No. DTRT57-09-R-20014

Q53 Section L.5.b.2 staffing refers to key Personnel as Program Manager, Project Manager and Site Supervisors. It also refers to Section C-13 which in turn refers to Section I. Section C-13.A lists the qualifications for: Program Manager, Project Manager, Project Engineer/Scientist, Site Supervisor, Certified Industrial Hygienist, Site Safety Health Officer, Health Physicist. Section I lists Program Manager, Project Manager, Project Engineer, Project Scientist, Certified Industrial Hygienist and Site Safety and Health Officer. Which positions should be resumed?

A53 See RFP No. DTRT57-09-R-20014

Q54 Section L.5.A.2.b limits the narrative for staffing to 3 pages. Section L.5.B.2 and Section M.2.B.2 do not mention a narrative. What information is the Volpe Center looking for in the staffing narrative?

A54 See RFP No. DTRT57-09-R-20014

Attachment J.3
Responses to Questions Submitted in Response to Solicitation No. DTRT57-09-R-20002

- Q55 Section L, Schedule 5 lists hours for Professionals and Junior professionals. Section C does not define these positions. What are positions would you like us to enter here?
A55 **See RFP No. DTRT57-09-R-20014**
- Q56 Section L, Schedule 5 lists only project engineers and project scientists. Are we to blend the Sr. and Jr. positions into this category? If so, is there a ratio that the Volpe Center would like us to use?
A56 **See RFP No. DTRT57-09-R-20014**
- Q57 Section L.5.b.2 staffing refers to key Personnel as Program Manager, Project Manager and Site Supervisors. It also refers to Section C-13 which in turn refers to Section I. Section C-13.A lists the qualifications for: Program Manager, Project Manager, Project Engineer/Scientist, Site Supervisor, Certified Industrial Hygienist, Site Safety Health Officer, Health Physicist. Section I lists Program Manager, Project Manager, Project Engineer, Project Scientist, Certified Industrial Hygienist and Site Safety and Health Officer. Which positions should be resumed?
A57 **See RFP No. DTRT57-09-R-20014**
- Q58 Could you tell me if there is a bid bond required for this job? I have some of the information on the project but I do not see where there is a bid bond required.
A58 **See RFP No. DTRT57-09-R-20014**
- Q59 Will Volpe consider a 7 calendar day extension to 01/15/2009 to receive proposals to allow Offerors sufficient time to adequately incorporate the pending Q&A from Volpe?
A59 **See RFP No. DTRT57-09-R-20014**
- Q60 What will be the estimated total \$ value of the contemplated contract? It is currently listed as "TBD" in the RFP. If this information cannot be provided at this time, when will the estimated contract value be provided by the Government? The estimated contract value can impact the proposed team-wide labor capacity and, thus, the selection of proposed and properly sized team subcontractors to adequately support Volpe and this contract.
A60 **See RFP No. DTRT57-09-R-20014**
- Q61 Section B.2.A states that this will be a multiple award contract where the total contract value is available to selected contractors. What criteria will Volpe utilize to assign a task orders to a contractor? Will all contractors be allowed to compete for each task order? Will each contractor be expected by Volpe to compete for each task order?
A61 **See G.3 Ordering Clause of revised RFP issued with this amendment.**
- Q62 Section C.1.C, Page 6 (Scope of Work) states that "Other projects to be supported under this contract may involve environmental site investigations and/or cleanup at Federally owned facilities or government ships." Please clarify the "government ship" statement. What specific types of remediation or decommissioning should the Offeror anticipate upon a government ship and are there any specific operational, security, or working restrictions associated with this?
A62 **See RFP No. DTRT57-09-R-20014**

Attachment J.3
Responses to Questions Submitted in Response to Solicitation No. DTRT57-09-R-20002

- Q63 Section L.1.2 (P.70) states that “Submission of cost or pricing data is not required”. This statement is in conflict with Section L.4.D. Please clarify this.
- A63 **L.1.2 advises – see price and business proposal instructions**
- Q64 Section L.4.A. states that an assumed contract award date of December 5, 2008 shall be used to propose estimated prices, however, Optional Form 336 (Page 2) cites a period of performance of 05/04/2009 to 05/02/2014. Please clarify which start date should be used to propose estimated pricing.
- A64 **See RFP No. DTRT57-09-R-20014**
- Q65 Based on H.21, Davis-Bacon wage rates and fringes apply to this contract. Since this contract allows for nationwide coverage, please provide guidance on how to offer proposed annual labor costs for some of the “non-professional” labor categories on Schedule 5 (Site Superintendent, Foreman). Without knowing the geographic location of a project, it is unknown which prevailing wage rate schedule should be met in proposing the labor costs for these two labor categories.
- A65 **As applicable, a DOL wage determination will be issued with each task order RFP.**
- Q66 Regarding past performance evaluations of Offeror (pages 92-93 of the captioned RFP, pasted in this message below), the link given in the text does not work (“page not found”). Can you supply a link to the Contractor Performance Report?

Here is the relevant paragraph from the RFP:

“Past performance evaluations shall be submitted for both the Offeror and major proposed subcontractors (over 20 percent of the hours in the cost proposal). The Offeror is responsible for making all reasonable efforts to ensure that a completed evaluation report is provided for each of the five most relevant contracts by no later than the due date for receipt of proposals. If the contracting activity has completed a contractor evaluation report and provided a copy to the Offeror, particularly those completed in accordance with Subpart 42.15 of the FAR, a copy of this report is sufficient. If not, the Offeror is responsible for making all reasonable efforts to ensure that a copy of the performance evaluation report is provided directly to the Volpe Center CO or designee by the appropriate contracting activity's responding official by no later than the due date for receipt of proposals. If the contracting activity has not developed its own past performance evaluation report form, please refer that contracting activity to the Contractor Performance Report format found at National Institutes of Health Contractor Performance System website at: <http://cps.od.nih.gov/files/standardreport.doc>.”

- A66 **See Q1**
- Q67 Project descriptions are requested over the past three year period (section L.5.B.3 (5 most relevant contracts over the past three years)). Please extend this to over the past five years
- A67 **See RFP No. DTRT57-09-R-20014**
- Q68 Section L.3.D PROPOSAL FORMAT 2. Text states that “Print must be spaced at 6 lines per inch. Text font must be no smaller than 12 point”.
- 6 lines per inch corresponds to 10 point font not 12 point font. Please clarify this section.

Attachment J.3
Responses to Questions Submitted in Response to Solicitation No. DTRT57-09-R-20002

Note:

1. A fairly standard font is 10-point, so I will use that in the following calculations.
2. If you display the Indents and Spacing tab of the Paragraph dialog box (Format | Paragraph), the Line Spacing should be set to "Single." This allows Word to calculate a normal line spacing, which typographically is 120% of your font size. In other words, with 10-point type you end up with 12-point line space, baseline to baseline. (If you use a different font size, this will obviously change.
3. There are 72 points in an inch, so that means you can get 6 lines per inch if you are using single line spacing with a 10-point font (which corresponds to 12 point typographically). ($72 / 12 = 6$).
4. If you have 1-inch top margin and 1-inch bottom margin on your page (Format | Document), that means you have 9 inches of printable space on a standard 11-inch sheet of paper.
5. If you have 6 printed lines per inch (step 3) and 9 inches of printable space (step 4), that means you have 54 printed lines per page.

Similarly a 12 point font would result in about 5 lines per inch or about 45 lines per page

A68 The RFP remains unchanged.

Q69 Section L.4.D SECTION II- INFORMATION OTHER THAN COST AND PRICING DATA,

Other Direct Costs (ODCs) in this section is stipulated to be (page 79):

Travel at \$20,000 and Equipment at \$60,000 for Cost Plus Fixed Fee and for Firm Fixed Price.

However, Schedule 2 (page 93 SUMMARY OF PROPOSED COSTS AND FIXED FEE) and Schedule 3 (page 94 SUMMARY OF PROPOSED COSTS AND PROFIT) shows **Travel at \$25,000 and Equipment at \$100,000** on the schedule.

Should we complete the schedules 2 and 3 with amounts as indicated on those schedules and ignore the smaller amounts listed in section L.4.D SECTION II)?

A69 See RFP No. DTRT57-09-R-20014

Q70 I was wondering if there was/will be a mandatory Pre-Bid Conference?

A70 NO

Q71 Will contractors who only provide (1) environmental remediation services and not (2) decommissioning services be considered?

A71 SEE RFP DTRT57-09-R-20014 -Section M – Evaluation Factors for Award

Q72 Will there be multiple contracts issued for each geographic area?

A72 NO

Attachment J.3
Responses to Questions Submitted in Response to Solicitation No. DTRT57-09-R-20002

Q73 What are the geographic areas and may we specify our geographic availability?

A73 See RFP No. DTRT57-09-R-20014

As described on Page 5 in Section C.1.C- Scope of Work, work to be performed on this contract is not restricted to sites within the geographic boundaries of the United States. Specifically, the Caribbean and the South Pacific are listed as facility locations. In addition, it states that the contractor shall respond to other facilities not located in the United States. Will any work outside of the US not be located on US territories or US government-operated facilities be completed under this contract?

Q74 Please clarify which address should be used for the proposal (the one in the “Issued by” Block on page 1 of the solicitation or the one in the “Issued by” Block on page 1 of the amendment.

Per L.3.A SOLICITATION MAILING INSTRUCTIONS

To facilitate proper handling of the offer or amendment thereof, it is imperative that the outermost envelope/packaging that contains the offer/amendment be addressed in the format presented in the “Issued by” Block on page 1 of this solicitation.

Page 1 “Issued by” Block of the original RFP
USDOT/RITA/Volpe Center
Environmental Engineering Division
55 Broadway RTV-4E
Cambridge, MA 02142-1001

Page 1 “Issued by” Block of the amendment 0001:
USDOT/RITA/Volpe Center
Contracts & Program Support Service
55 Broadway RTV-4E
Cambridge, MA 02142-1001

A74 See RFP No. DTRT57-09-R-20014

Q75 As described on Page 5 in Section C.1.C- Scope of Work, work to be performed on this contract is not restricted to sites within the geographic boundaries of the United States. Specifically, the Caribbean and the South Pacific are listed as facility locations. In addition, it states that the contractor shall respond to other facilities not located in the United States. Will any work outside of the US not be located on US territories or US government-operated facilities be completed under this contract?

A75 See RFP No. DTRT57-09-R-20014

Q76 Will the Volpe Center accept proposals from a prime contractor that excludes certain services, such as radioactive or biological waste services, in order for the prime to obtain the required \$5 million dollar bond surety?

A76 SEE RFP DTRT57-09-R-20014 -Section M – Evaluation Factors for Award

Attachment J.3
Responses to Questions Submitted in Response to Solicitation No. DTRT57-09-R-20002

- Q77 Will the Volpe Center accept several bond sureties from the proposing team to satisfy the requirements of the RFP and cover all potential work activities anticipated under this contract?
A77 NO
- Q78 Can subconsultant's bonding capacity be used to satisfy the bonding requirements of this solicitation?
A78 NO
- Q79 On p. 67 of the procurement document it notes that a Disclosure Statement must be submitted as part of the offeror's proposal "when required". We cannot determine if we are required to submit it with the proposal or if we should wait until we are selected and then we prepare and submit the Disclosure Statement. Please advise.
A79 See RFP No. DTRT57-09-R-20014
- Q80 On p. 68 of the procurement document, there is a box to check off under (3) "Certificate of Monetary Exemption", that we would be able to check off based on the fact that we have not had \$50 million in projects subject to CAS in the past accounting period. Does that override what is noted on p. 67 and, therefore, alleviate the need to submit a Disclosure Statement with the proposal?
A80 See RFP No. DTRT57-09-R-20014
- Q81 In your solicitation you mentioned Remote Radar Sites and Air Traffic Control Towers as examples. These are not common structures and are limited in quantities unlike offices, warehouses, Hangars, manufacturing plants, Bridges and other structures that are common in the demolition Industry. Therefore three years is a short period which will possible exclude experience in these and other unique structures that exist in the Nuclear Industry, or for NASA.
A81 See RFP No. DTRT57-09-R-20014
- Q82 Schedule 5 - SUMMARY OF PROPOSED LABOR COST has the following items under Labor Category column:
Equipment & Materials LS; Laboratory Work LS
- Neither Equipment and Materials or Laboratory Work (Schedule 5) are labor categories. Should these be deleted from Schedule 5 or marked NA?**
- A82 See RFP No. DTRT57-09-R-20014**
- Q83 Equipment LS is defined in Schedule 3 - SUMMARY OF PROPOSED COSTS AND PROFIT as \$100,000. There is no other indicated entry in Table 3 for Laboratory Work (referenced on Schedule 5).
- **Should Laboratory be included under Table 3 as one of the subcontracts?**
 - **What is Laboratory Subcontract maximum amount for pricing purposes?**
- A83 See RFP No. DTRT57-09-R-20014**
- Q84 Equipment is identified as a COST ELEMENT in Schedule 3 (SUMMARY OF PROPOSED COSTS AND PROFIT) as \$100,000 in the AMOUNT column. In Schedule 5 (SUMMARY

Attachment J.3
Responses to Questions Submitted in Response to Solicitation No. DTRT57-09-R-20002

OF PROPOSED LABOR COST) the Labor Category has an entry for Equipment and Material with units of LS.

- Is the schedule 3 entry for Equipment the same as the Schedule 5 entry Equipment and Materials? Or is there another place for materials on Schedule 3?

A84 See RFP No. DTRT57-09-R-20014

Q85 Section L (page 79) notes that Offeror-estimated ODCs: Offerors should identify, and estimate amounts for, any additional ODCs which are anticipated to support the proposed effort. ODCs not identified and priced in the Offeror's proposal will not be billable during performance without prior CO approval. (See Section G.14 - COST ACCOUNTING SYSTEMS?).

- Is this a requirement for completion of the Schedules for pricing purposed? If so, is there a dollar amount to be assumed (for pricing purposes) to be used for all others ODC?

A85 See RFP No. DTRT57-09-R-20014

Q86 Schedule 3 has entries for subcontracts; However Volpe has not identified a maximum amount to be applied to subcontracts (such as laboratory Analysis or others potential subcontracts).

If Schedule 3 Subcontracts (#1 to 5 below) are required to be filled in, please provide a maximum amount for subcontracts (other than the breakdown of prime and team members used already for labor).

Schedule 3 - SUMMARY OF PROPOSED COSTS AND PROFIT has entries for Subcontracts:

1. \$
2. \$
3. \$
4. \$
5. \$

Please provide an assumed dollar amount total for all subcontracts to be included on the RFP Schedules.

A86 See RFP No. DTRT57-09-R-20014

Q87 Schedule 5 lists "Project Engineer" and "Project Scientist" as two of the labor categories. How do these labor categories correspond to the positions listed in Solicitation Section C.13.A for "Staff Project Engineers/Scientists" and "Senior Project Engineers/Scientists"?

A87 See RFP No. DTRT57-09-R-20014

Attachment J.3

Responses to Questions Submitted in Response to Solicitation No. DTRT57-09-R-20002

Q88 Typically most companies have positions for "Staff Project Engineers/Scientists" and "Senior Project Engineers/Scientists" and "Project Engineers/Scientists"? Does Volpe center expect all three categories on this contract?

A88 See RFP No. DTRT57-09-R-20014